

**PROFESSIONAL SERVICE AGREEMENT FOR CIRCLE B BAR RESERVE FEMA
PROJECT**

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Dewberry Engineers, Inc. (the “Consultant”) a New York corporation, located at 1479 Town Center Drive, Suite D214, Lakeland, FL 33803, whose Federal Employer Identification Number is 13-0746510.

WHEREAS, the County requires certain professional engineering services in connection with planning, design, construction, operation, monitoring, maintenance, and support through completion of said project at Circle B Bar Reserve, located at 4399 Winter Lake Road, Lakeland, FL 33803 in reference to damages to the site following Hurricane Ian; and,

WHEREAS, the County has solicited for these services via RFP 23-372, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 23-372, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the scope of services (collectively, (i) (ii), and (iii) are “RFP 23-372”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not to exceed amount of \$1,445,122.17 as stated in Exhibit "A-III" – Scope of Services, which amount is based on the Consultant's hourly rate schedule set forth in Exhibit "B", Fee Schedule, both of which are attached hereto and made part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule 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, and (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.

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

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

Polk County Parks and Natural Resources
4177 Ben Durrance Rd
Bartow, FL 33831

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

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

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

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

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

3.2 Reimbursable Expenses

3.2.1 All 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 F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding

travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 Consultant's Responsibilities

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

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

5.0 Ownership of Documents

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

6.0 Termination

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

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

6.1.2 Deliver to the County all data, reports, summaries, and any and all

such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

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

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

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

9.0 Professional Associates and Subconsultants

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

this Agreement.

10.0 Indemnification of County

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

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively,

the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

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

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

Premises and Operations:

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

Independent Consultants:

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

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

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

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

14.0 Designation of Party Representatives

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

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

15.0 All Prior Agreements Superseded

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

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Consultant

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

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this

Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

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

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

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

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

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

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

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

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material

breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

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

For County:

Polk County Parks and Natural Resources
4177 Ben Durrance Road
Drawer PW06
Bartow, Florida 33831
Attention: Tabitha Biehl

For Consultant:

Dewberry Engineers, Inc.
1479 Town Center Drive – Suite D214
Lakeland, FL 33803
Attention: Robert Beltran

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken

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

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

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

25.0 Consultant Representations

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

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

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

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

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

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

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

25.1.7 Consultant shall exercise the same degree of care, skill, and

diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

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

26.0 Default and Remedy

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

27.0 Limitation of Liability

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

28.0 Waiver

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

the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

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

31.0 Key Personnel

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

Name: Robert Beltran, PE – Principal-in-Charge

Name: Jeffrey PeQueen, PE, CFM – Engineer of Record

Name: Amy Tracy, Senior Project Manager

Name: Kaylene Wheeler, Project Manager

Name: Scott Ethier, PE – Quality Assurance/ Quality Control

Name: Abla Mas, PE – Technical Lead

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

33. **No Construction Against Drafter**

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

apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County’s unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached “AFFIDAVIT CERTIFICATION IMMIGRATION LAWS” form.

35. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 23-372, attached as Appendix I, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES’ SIGNATURES.)**

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____,
Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Jander B. Hoff 11/14/23
County Attorney's Office Date

ATTEST:

Dewberry Engineers, Inc.
a New York corporation

By: Colleen M. Collins
Colleen M. Collins
PRINT NAME
Project Manager Designee
TITLE

By: Robert Beltran U.P.
Robert Beltran PE UP
PRINT NAME
Vice President
TITLE

Date: 11/17/2023

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

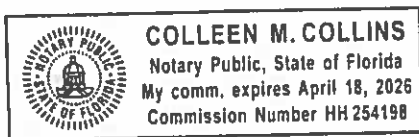
STATE OF Florida County OF Polk
The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization this 11-17-2023 (Date) by Robert Belbran (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and [x] is personally known to me or [] has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 17th (Date) November 2023 (Official Notary Signature and Notary Seal) Colleen M. Collins (Name of Notary typed, printed or stamped)
Commission Number HH254198 Commission Expiration Date 4-18-2026

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and [] is personally known to me or [] has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and [] is personally known to me or [] has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: PROFESSIONAL SERVICE AGREEMENT FOR CIRCLE B BAR RESERVE FEMA PROJECT

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

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

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

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

Executed this 17 day of November, 2023

ATTEST:

By: Colleen M. Collins
PRINTED NAME: Colleen M. Collins
Its: Project Manager Designee

CONSULTANT:

By: Robert Beltran
PRINTED NAME: Robert Beltran
Its: Vice President

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-consultants and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Equal Employment Opportunity**, *(Applicable to construction contracts only)*

During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or consultant. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or consultant as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contract Work Hours and Safety Standards Act.** (Applicable to contracts in excess of \$100,000 and involves employment of mechanics or laborers (construction))

(1) Overtime requirements. Neither the Consultant, nor any subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA, the applicable Federal agency, or Polk County as the grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

(5) These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3. **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. **Domestic Preferences for Procurements. (2 CFR §200.322)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subconsultants, laborers and materialmen. Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records.** The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

- (1) The Consultant agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

10. **DHS Seal, Logo, and Flags.** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order/ Contract.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order/ Contract.

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from consultants that are interested in providing *Professional Engineering Services for Circle B Bar Reserve* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP NUMBER AND TITLE: 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

DESCRIPTION: Provide professional engineering services to include but not limited to the planning, design, construction, operation, monitoring, maintenance, and support through completion of said project at Circle B Bar Reserve, located at 4399 Winter Lake Road, Lakeland, FL 33803 in reference to damages to the site following Hurricane Ian. The county intends to request Public Assistance from the Federal Emergency Management Agency (FEMA) for reimbursement of said services, therefore, all services must be performed in accordance with applicable Federal, State & Local regulations, further described herein.

RECEIVING PERIOD: Prior to 2:00 p.m., Wednesday, June 21, 2023.

BID OPENING: Wednesday, June 21, 2023, at 2:00 p.m. or as soon as possible thereafter.

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

SPECIAL INSTRUCTIONS: N/A

QUESTIONS regarding this RFP must be in writing and must be sent to Danielle Rose, Sr. Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, June 12, 2023, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 23-372

RFP Title: P.E. Services for Circle B Bar Reserve (FEMA)

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-372, P.E. Services for Circle B Bar Reserve (FEMA)” and marked with the proposer’s name and address.

The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	23-372
RFP Title	P.E. Services for Circle B Bar Reserve (FEMA)
Due Date/Time:	June 21, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

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

"RFP 23-372 Tab 1"

"RFP 23-372 Tab 2"

"RFP 23-372 Tab 3"

"RFP 23-372 Tab 4"

"RFP 23-372 Tab 5"

"RFP 23-372 Tab 6"

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

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL
23-372, P.E. Services for Circle B Bar Reserve (FEMA)

Sealed proposals will be received in the Procurement Division, Wednesday, **June 21, 2023**, prior to **2:00 p.m.**

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

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that 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 Danielle Rose, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by June 12, 2023, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional engineering services for technical, engineering, and scientific services to assist with design and construction related services related to Hurricane Ian damage at Circle B Bar Reserve located at 4399 Winter Lake Road, Lakeland, FL 33803.

The county intends to request Public Assistance from the Federal Emergency Management Agency (FEMA) for reimbursement of said services to include, but not limited to, planning, design, construction, operation, monitoring and maintenance of said Project, "the Project". All federal requirements listed under Special Conditions are applicable to the Successful Proposer, and sub-consultants.

Proposer shall complete the work in accordance with all applicable Federal, State and Local Laws, and Regulations.

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 Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and a not to exceed amount or overall lump sum price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

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

BACKGROUND, PURPOSE AND SCOPE

BACKGROUND & PURPOSE:

Polk County Parks and Natural Resources (PNR) is seeking professional engineering services for technical, engineering, and scientific services to assist with the design, permitting and construction to repair damages to the site following Hurricane Ian at the Circle B Bar Reserve. The goal of the County is to restore the site to pre-storm conditions or better. This includes repairs to the berms built in the early 1900's, along the existing trail system.

Restoring the site to Pre-Hurricane Ian conditions will ensure the continued improvements to water quality by allowing the Banana Creek Marsh system of Circle B Bar Reserve to function properly. In addition, the scope includes creating a design that could enhance the function of the wetland treatment system, and the treatment of water into Lake Hancock, which flows into the Peace River.

PNR requires all deliverables in a form, suitable for bidding and construction including digital copies of all data and deliverables, in both PDF and ArcGIS shapefiles when appropriate, to include but not limited to the professional engineering services further detailed within the scope of services for this project. The expected result is to have fully developed design and construction plans with all permitting in place to construct said needs and a set of bid packages for construction services, that meets all FEMA requirements.

PROPERTY DESCRIPTION

This project is located at Circle B Bar Reserve, 4399 Winter Lake Road, Lakeland, FL 33803 in west central Polk County, Florida between Lakeland and Bartow on the northwest shore of Lake Hancock. The site is bordered on the north by Winter Lake Road (State Road 540), on the east side by Lake Hancock and by private landowners to the west and south.

SCOPE OF SERVICES

Professional engineering services are to include, but are not limited to, planning, design, environmental sciences, environmental permitting, right-of-way, surveying and mapping (including bathymetry), value engineering, geotechnical work, construction management, construction inspection, historical, archaeological, wetland and ecosystem operations, wetland assessments, stormwater discharge systems operations, hazardous material operations, pollutant removal analysis, evaluation of drainage or flooding problems, design and permitting of cost efficient solutions, drainage calculations and/or modeling, geotechnical analyses, geographic information system (GIS) mapping and analysis, data analysis, scientific investigations, identifying, describing, and obtaining necessary easements and/or land acquisition.

The project may include local and regional flood studies, stormwater management, wetland mitigation, wetland creation and restoration, design, acquisition and construction of water quality treatment structures, park improvements and wetlands, watershed evaluations, recommendation and construction of water quality improvement solutions, water quality and quantity issues/assessments of lakes and waterways, restoration of natural lands.

The following is a list of typical services that may be requested under this agreement. The list is not intended to be all-inclusive:

1. Complete drainage/flood studies, evaluations, inspection or monitoring for various roadway and natural areas such as storm water management facilities, environmental mitigation facilities, streams and waterways, and residential communities.
2. Design and preparation of construction plans, permits, specifications and bid documents for various projects such as roadway drainage, water quality and storm water system retrofits, mitigation sites, restoration of natural areas, utility improvements/adjustments, and stormwater Best Management Practices. Examples of typical services include analysis, design and permitting of drainage and water quality improvements, surveying and mapping, geotechnical investigations and analysis,

environmental investigations and analysis, cost estimate, utility accommodation, and railroad coordination.

3. Prepare right-of-way, easement and acquisition documents including property maps, legal descriptions and sketches, baseline documents and support the acquisition process including preparing for and attending mediations, settlements discussions, public meetings, and court proceedings.
4. Provide construction support including, but not limited to bid review and analysis, responses to bid questions, pre-bid meetings, pre-construction meetings, construction management, construction inspection, construction progress meetings, as-built surveys, final certifications, and review pay requests.
5. Provide Construction Engineering and Inspection (CEI) services including hybrid projects where Consultant and County will jointly staff.
6. Conduct environmental permitting through local, state, and federal agencies. Conduct compliance monitoring.
7. Conduct due diligence investigations for acquisition projects, including, but not limited to, appraisals, review appraisals, surveys, title searches, environmental site assessments, and acquisition and conservation easement document preparation.
8. Provide conservation easement documentation reports associated with determining baseline of conservation easement at acquisition. Provide annual compliance monitoring and reporting with terms of conservation easement agreement.
9. Develop nutrient budgets for lakes, wetlands, and streams.
10. Provide engineering, design and permitting of stormwater retrofits for water quality improvement.
11. Provide engineering, design and permitting of natural resource restoration such as but not limited to wetland restoration.
12. Assist the county in activities relating to the Total Maximum Daily Load (TMDL) program.
13. Conduct hydrologic/hydraulic (H&H), surface water quality, and pollutant loading modeling using state of the art tools.
14. Conduct or provide oversight for sediment physical and chemical analyses and assessment.
15. Provide engineering, design and permitting of park's driveway, parking entrances, trail picnic shelters, restrooms and other minor park improvements.
16. Assist the County with the implementing and preparing documents as needed for

compliance with FEMA for reimbursement.

The Consultant shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform duties and responsibilities assigned under the terms of this agreement according to County Standards and Procedures.

AGREEMENT

The term of the agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the construction contract. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

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

Tab 1 – Executive Summary

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

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055
- f) Exhibit "A"-Certifications Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters
- g) Exhibit "B" – Appendix A, 44 C.F.R Part 18 – Certification Regarding Lobbying

Tab 2 –Approach to Project (40 Points)

(Maximum of four (4) pages)

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

Tab 3 – Experience, Expertise, Personnel & Technical Resources (40 Points)

- Provide a minimum of five (5) and a maximum of eight (8) recent projects performed within the past ten (10) years for which best illustrate the experience of the primary firm and current staff as related to desired services. Three (3) of the projects completed by the proposed project manager, at least one (1) of the projects should demonstrate the firm's experience working with FEMA or other federal agency and at least two (2) desired services projects identified should be performed for public entities. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project.
 - b. Size and cost of the project.
 - c. Project representative name, address, phone number, and email address.
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project.
 - f. Identify the key staff and their role in each project.
 - g. Identify working relationship of consultants or joint venture on project, if applicable.
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, consultant claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services.
 - A brief resume for up to five (5) key personnel that will be assigned to perform the intended services. (One (1) page maximum per resume)

Tab 4 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed,

including construction permitting, stormwater management permitting, consultation, governing regulations, and other related activities. Describe the firm's ability to work with the County's Parks and Natural Resources Division, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FEMA, Army Corp, FWC, USFWS and FDEP. (Limit response to one (1) page)

Tab 5 – Timely Completion of Projects (5 Points)

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

Tab 6 – Surveys of Past Performance (10 Points)

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

BID OPENING

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

SELECTION PROCESS

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Surveys of Past Performance (Tab 6) 10 points
 - Subtotal Points 10 points**

by the process stated under each corresponding Tab description as set forth on Page 11.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 40 Points
 - Experience, Expertise, (Tab 3) 40 Points
Personnel, and Technical Resources
 - Interaction w/ County & Regulatory (Tab 4) 5 points
Agencies
 - Timely Completion of Projects (Tab 5) 5 points
 - Subtotal Points 90 points**

by the following process:

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

adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

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

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

- UNACCEPTABLE (0.0):

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

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

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

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

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

Elevation Level 3 (Proposer Interviews)

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

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

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

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

Elevation Level 4 (Contract Negotiations)

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

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Omitted intentionally, not applicable to Federal funding.

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

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred 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.

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

REVIEW OF PROPOSAL FILES

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

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

RFP PROTEST

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

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

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY,

FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, consultants and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. 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 the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

ATTORNEY’S FEES AND COSTS:

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

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 Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in

Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

DEFAULT AND REMEDY

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FEMA funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-consultants and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Equal Employment Opportunity**. *(Applicable to construction contracts only)*

During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or consultant. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or consultant as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contract Work Hours and Safety Standards Act.** (Applicable to contracts in excess of \$100,000 and involves employment of mechanics or laborers (construction))

(1) Overtime requirements. Neither the Consultant, nor any subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA, the applicable Federal agency, or Polk County as the grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

(5) These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3. **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. **Domestic Preferences for Procurements. (2 CFR §200.322)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subconsultants, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records.** The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

10. **DHS Seal, Logo, and Flags.** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order/ Contract.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order/ Contract.

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 consultant must complete and submit this form prior to award. The Successful consultant 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 (P.E. Services for Hillsborough County Environmental Lands), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

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 6.
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Consultant)
 Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Consultant being surveyed:

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY 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 OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, 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)

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT “B”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Vendor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Vendor’s Authorized Official _____

Name and Title of Vendor’s Authorized Official _____

Date _____

PROFESSIONAL SERVICE AGREEMENT FOR CIRCLE B BAR RESERVE

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Consultant legal name (the "Consultant") a Florida corporation, headquartered at consultant address whose Federal Employer Identification Number is FEIN.

WHEREAS, the County requires certain professional engineering services in connection with repair damage to Circle B Bar Reserve located at 4399 Winter Lake Road, Lakeland, FL 33803 following Hurricane Ian, to pre-storm conditions; and,

WHEREAS, the County has solicited for these services via RFP 23-372, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP # 23-372, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the _____ (collectively, (i) (ii), and (iii) are "RFP 23-372"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay

the Consultant the not to exceed amount of \$ _____ as stated in Exhibit "A-III" - Compensation, which amount is based on the Consultant's hourly rate schedule set forth in Exhibit "B", Fee Schedule, both of which are attached hereto and made part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule 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, and (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.

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

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

Polk County Parks and Natural Resources
4177 Ben Durrance Rd
Bartow, FL 33831

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

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

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

Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

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

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

3.2 Reimbursable Expenses

3.2.1 All 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 F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was

utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 Consultant's Responsibilities

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

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

5.0 Ownership of Documents

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

6.0 Termination

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

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

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

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

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

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

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

9.0 Professional Associates and Subcontractors

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

10.0 Indemnification of County

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

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved

of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

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

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

Premises and Operations:

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

Independent Contractors:

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

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

12.0 **Public Entity Crimes**

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

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate

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

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

15.0 All Prior Agreements Superseded

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

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Consultant

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

18.0 Public Records Law

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

information that is specifically exempt from disclosure pursuant to all applicable laws.

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

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

For County:

Polk County Parks and Natural Resources
4177 Ben Durrance Road
Drawer PW06
Bartow, Florida 33831
Attention: Tabitha Biehl

For Consultant:

Company Name
Address
City/ State/ Zip code
Attention: Pfoject Manager

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

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

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that 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 the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

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

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

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

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

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

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

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

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

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

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

26.0 Default and Remedy

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

the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

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

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance

if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

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

Name:

Name:

Name:

Name:

32.0 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).

33. No Construction Against Drafter

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

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

35. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 23-372, attached as Appendix I, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ATTEST:

Legal name of company,
a [State] Corporation

By: _____

By: _____

PRINT NAME

PRINT NAME

TITLE

TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

(Official Notary Signature and Notary Seal)

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

.....

P.E. SERVICES FOR CIRCLE B BAR RESERVE (FEMA)

Tab #1 Executive Summary

JUNE 21, 2023



ELECTRONIC

SUBMITTED BY
Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

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

.....

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Dewberry Engineers Inc.

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

TIN #: 13-0746510

Address: 1479 Town Center Drive, Suite D214

City: Lakeland

State: Florida

Zip Code: 33803-7974

County: Polk County

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

Contact Person: Robert Beltran

Phone Number: 863.345.1470

Cell Phone Number: 863.559.2471

Email Address: rbeltran@dewberry.com

Type of Organization (select one type)

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

State of Incorporation: Virginia

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

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

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dewberry Engineers Inc.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
8401 Arlington Blvd.

6 City, state, and ZIP code
Fairfax, VA 22031

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

1	3	-	0	7	4	6	5	1	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Richard Goldstein

Date ▶

01/06/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

EXECUTIVE SUMMARY

Dewberry is an ideal team that has the attentiveness and institutional knowledge of a true local advocate combined with the applied knowledge of local and regional restoration projects. We believe frequent collaboration is the right approach to successfully provide the engineering, planning, design, construction, operation, monitoring, maintenance, and support through the completion of the restoration of the Circle B Bar Reserve required under this contract. Our team values every opportunity to work closely with Polk County and is well-positioned to assist the County in securing Public Assistance from the Federal Emergency Management Agency (FEMA) funding for this project. This is our home, and we will continue to deliver quality support services for Polk County to protect and restore our natural resources, as well as provide public access and recreational opportunities to experience the County's wild and scenic Florida

Dewberry clearly understands Polk County's natural resource opportunities and challenges. We also have a unique insight into regional needs and work experience with the County's partners. Our portfolio exemplifies our ability to work collaboratively to identify, plan, engineer and construct projects throughout Central Florida that provide natural systems infrastructure improvements and address surface water degradation. Dewberry offers the County a team with wide-ranging experience that will be drawn upon to inform our approach, avoid fatal flaws, and identify opportunities to implement operational flexibility to manage natural resources projects. Our team's expertise in water policy, natural systems restoration, and water supply planning make Dewberry the right professional partner for Polk County.



Jeffrey PeQueen, PE, CFM, is your Engineer of Record (EOR) for the Circle B Bar Reserve project, leading with 33 years in site/civil engineering. His extensive experience includes stormwater analysis and regional watershed studies. Jeff has provided on-call services to Polk County

Parks and Natural Resources (PNR) since 2017. He has successfully managed jointly funded projects between Southwest Florida Water Management District (SWFWMD), municipalities, and surrounding counties.



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

Project Manager, **Kaylene Wheeler** is your "Go-To" person for meeting project goals and is supported by company officers to drive success for Polk County. Kaylene is a proven manager and has supported the County on projects such as the Peace Creek Watershed, Polk Regional Water Cooperative's (PRWC) Water Production Facility (WPF) Final Design and Southeast Wellfield Water Infrastructure Finance and Innovation Act

Dewberry Engineers Inc.

CONTACT

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

YEARS IN BUSINESS

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

NUMBER OF FULL-TIME EMPLOYEES

2,000+ Personnel in 41 Disciplines

SECRETARY OF STATE

Certificate Number: F00000007242 (certificate located in this section)

STATE OF FLORIDA LICENSE

License Number: 8794 (license located in this section)

(WIFIA), and State Revolving Funds (SRF) loans. Kaylene is a certified Project Manager with 26 years of experience working in stormwater management and regulatory compliance in both government and the private sector, which makes her uniquely qualified to serve as PM on this high-priority project.



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

Management team and has extensive experience and knowledge of PCU's water, wastewater, and reclaimed systems. Robert is also the former Executive Director of SWFWMD and serves on the Polk County Planning Commission, providing him a unique understanding of Polk County's water supply needs and regulatory challenges affecting the County's future.



Amy Tracy, the Senior Project Manager of this valued County opportunity, is an exceptional communicator and facilitator who provides presentations to the Florida Legislature and is adept at consensus building among federal, state, municipal, and citizen groups on water policy issues.

She has successfully provided funding assistance to secure more than \$13 million in grants and \$325 million in loans. She has worked with PNR on several projects while working on permitting National Pollutant Discharge Elimination Systems (NPDES), Municipal Separate Storm Sewer Systems (MS4), Emergency Response Plan (ERP).



Scott Ethier, PE, will serve as the Quality Assurance/Quality Control (QA/QC) officer for this contract. Scott is a senior water resources engineer with more than 24 years of experience in solving complex water sector issues for governmental clients. He provides

senior technical support in applied GIS and water resources engineering to develop solutions from the initial concepts through to construction.



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

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

Understanding of Scope of Services

Dewberry has provided planning, design and environmental science and permitting support services to Polk County since 2001. Our project experience also includes utility coordination and design, railroad coordination, right-of-way (R/W), surveying and mapping (including bathymetry), and value engineering. Dewberry's park experience includes developing amenities and improvements, construction management, and construction inspection. Our engineering project experience includes wetland and ecosystem operations, evaluation of drainage or flooding problems, water quality issues, wetland assessments, baseline reports for easements, and stormwater assessments. Dewberry has performed watershed evaluations and management approaches, preparation and recommendation of alternative solutions (including surface and ground water best management practices (BMPs) and cost estimates), and designing and permitting of cost-efficient solutions. Our team is experienced in drainage calculations and modeling, geotechnical analyses, geographic information system (GIS) mapping and analysis, data analysis, scientific investigations, and identifying, describing, and obtaining necessary easements and land acquisition.

Previous Experience

Dewberry has worked with Polk County Parks and Natural Resources since April 2017. Our team intends to continue being considered a Polk County partner because of our performance. Dewberry's excellence is substantiated through the County's services project and task evaluations, which remain above average. Our team has successfully delivered natural resources support services on schedule and as efficiently as possible. **Of the five projects completed over the last few years, not one has required a change order or schedule extension.** We deliver value through service with our project approach, which includes highly collaborative problem-solving, quality review, and the ability to work with a multitude of professionals to seek peer review and solicit input for natural system engineering.

Other natural systems and parks project history examples include the recently completed SWFWMD Peer Reviewed 100% design of Plant City's McIntosh Preserve, a 175-acre treatment wetland with reclaimed

water as a supplemental hydration source. Dewberry also planned, engineered, and oversaw construction of 2.2 miles of ADA-accessible pedestrian trails, a 30-foot wildlife observation tower, and a parking lot to provide access to the Preserve's upland habitats and provide a scenic vista overlook of the wetlands. Other Polk projects include the PRWC and the PCU General Engineering Contract (GEC). Dewberry is proud to have worked on the successful FX Bar Ranch project, supported by Scott Ethier in both phases, and is deeply appreciative of the County's commitment to preserving Polk's natural heritage through synergistic partnerships with agricultural and local partners.

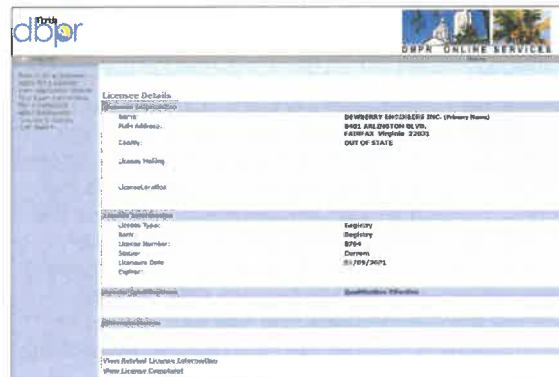
Polk County Knowledge

Central Florida, and Polk County specifically, suffered significant damage due to Hurricane Ian, which has contributed to the degradation of water quality, increasing demands for potable water, and a natural system competing with multiple needs. Regulations, legislation, and the shift to regional solutions require a consulting team with a clear view of natural resources needs and permitting limitations.

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



Secretary of State Documentation



State of Florida License Certification

EXHIBIT "A"
CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Dewberry Engineers Inc.

DATE: June 14, 2023

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Dewberry Engineers Inc. (Vendor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, Dewberry Engineers Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official 

Name and Title of Vendor's Authorized Official Robert Beltran, Vice President

June 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1


RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

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

Contained within this addendum: Questions/ Answers

Danielle Rose
Sr. Procurement Analyst
Procurement Division

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

Signature: 

Printed Name: Robert Beltran

Title: Vice President

Company: Dewberry Engineers Inc.

June 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA


ADDENDUM #2
RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

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

Contained within this addendum: Questions/ Answers

Danielle Rose
Sr. Procurement Analyst
Procurement Division

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

Signature: 
Printed Name: Robert Beltran
Title: Vice President
Company: Dewberry Engineers Inc.



..... www.dewberry.com

RFP#23-372

P.E. SERVICES FOR CIRCLE B BAR RESERVE (FEMA)

Tab #2 Approach

JUNE 21, 2023



ELECTRONIC

SUBMITTED BY

Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

SUBMITTED TO

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

APPROACH TO PROJECT

Overview

Dewberry provides PNR with a unique combination of a multi-year and multi-project track record of service to the County, as well as first-hand experience working with the County specifically at the Circle B Bar Reserve facility. Our team of experts is already familiar with the complex hydraulic/hydrologic and the ecological and environmental systems functioning throughout the Reserve. In addition to a history of multiple projects performed for Polk County Natural Resources, our Civil Engineering and Stormwater Design Lead, Jeff PeQueen, PE, CFM, was instrumental in helping the County overcome permitting difficulties encountered at the Circle B Bar Reserve site. As such, we have both a professional, and a personal interest in helping restore Circle B Bar Reserve to its "pre-Hurricane Ian" (or even better) conditions.

Project Management

The first step to initiate as successful project is to meet with the County's Circle B Bar Reserve team to review the specific project objectives, discuss the details of the FEMA funding requirements, and identify all areas to be analyzed and addressed to maximize project success.

Next, the Dewberry team will complete the initial review of available materials such as permits, surveys, photographs, etc. associated with the project and its objectives to identify data gaps and project risks. An internal team scoping meeting identifies project risks and budgets, develops the specific project approach, pinpoint critical milestones to manage schedules, and ascertain any additional data needs.

The project kick-off meeting will be coordinated to maximize the attendance of all stakeholders. Agenda items for that meeting will include project background, objectives, identified stakeholders, permitting considerations, project risks, schedule, and setting progress meetings. Meetings are in-person, remote, or hybrid as agreed to with the County. A detailed meeting summary, action items with a due date to meet task milestones, and supporting materials will be distributed within seven days after each progress meeting.

Our project management approach is very collaborative with knowledge shared and project approaches refined based on technical and scientific expertise from the Polk County Parks and Natural Resources team and their partners. Project reporting is an essential part of many grant-funded projects, and the Dewberry team will use the project progress meetings to provide quarterly and annual reports on the status of the project, and key milestones, and track schedule and budget risks. Our FEMA funding experts will ensure compliance with all reporting requirements. Project milestones largely drive the remainder of the project management. For example, any field evaluations or data collection performed will be summarized during the progress meetings, with data

DEWBERRY TEAM SERVICES

- Planning
- Resiliency
- Site/Civil Design
- Natural Systems/ Environmental
- Utility Design
- Utility Coordination
- Survey and Mapping
- Construction Management
- Permitting
- Stormwater/ Drainage
- Wetland and Ecosystems
- TMDL/Water Quality
- Watershed
- Hydrogeologic/ Hydraulic Modeling
- Geographic Information Systems
- Landscape Architecture
- Park Amenities/ Improvements
- Grant Writing/ Funding
- Geotechnical (Tierra)
- R/W / Land Acquisition

synthesized and disseminated in a clear and concise tabular format with short descriptive narratives. The next series of project milestones include design, engineering, and permitting. The development of probable costs, appropriate and specifications that can be implemented, and informative bid documents are necessary for effective project management. To ensure the ultimate design is constructible and cost-effective, Dewberry engages our own in-house Construction Manager with more than 30 years of experience at every stage of design to ensure the proposed solution is the correct one. Based on our experience, the best way to reduce project costs is to minimize change orders and we approach minimizing change orders through:

- Constructability reviews with a contractor at 60%
- Project plan with detailed budget and understanding of budget restraints and expectations
- Peer review process emphasizes attention to detail
- Maintaining close communication throughout the project with our clients and articulating budget and schedule risks when a client request is expected to increase construction cost
- Updating project cost estimates at each phase in the design to help confirm that the project stays within budget

Cost Control Methodology

Dewberry recognizes there are not unlimited resources to execute projects. We understand the constraints of capital budgets and operating costs and practice design-to-budget on every job. The key to Dewberry's approach to achieving cost-effective solutions and meeting project schedules is our ability to clearly define, at the outset of the project, the client's goals and objectives, project requirements, and individual and team responsibilities. We develop a detailed project plan at the outset of every project to confirm that all team members are aware of the project scope, budget, schedule, and requirements. The management plan establishes the budget up front and identifies cost constraints. A cost-loaded project schedule will be prepared including resource requirements for each task, including labor hours by staff category, labor costs, and other direct costs. Our PM, Kaylene Wheeler, will then compile and provide a draft scope and fee proposal for the County's consideration. After the County provides comments and a scoping meeting is complete, Dewberry will resubmit the scope, fee, and project schedule for review and approval and proceed with contract execution. After the Notice to Proceed, Dewberry will begin data collection, stakeholder coordination, and prepare for a project kick-off meeting.

Project Team Management

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

NOTICE TO PROCEED



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

DEWBERRY WORKED WITH THE CITY TO OVERCOME AN ADMINISTRATIVE PROCESSING DELAY THAT REDUCED THE PROJECT SCHEDULE AND ENSURED THE PROJECT WAS COMPLETED ON TIME AND WITHIN BUDGET.

—JULIE GARRETSON
DIRECTOR- PARKS AND RECREATION
CITY OF PLANT CITY

Dewberry's Proposed Design Approach

Circle B Bar Reserve serves an essential water quality benefit to Lake Hancock by treating and polishing the flows through the Banana Creek Marsh system before they discharge into Lake Hancock. Restoring and hopefully improving the treatment function of the on-site wetlands is of the utmost importance to Circle B Bar Reserve's operation. The various berms and cross-drains throughout the site allow public access to enjoy the site, and are an integral part of the treatment and flood control system. The proposed solutions must include an assessment of the existing culverts and berms that have lost functionality, but also investigating areas that may still be functional at the moment – but that sustained enough damage that will continue to degrade leading to a future failure. Dewberry's team is uniquely qualified to perform these assessments and to provide constructible, cost-effective, and appropriate solutions.

After establishing the project specifics in the kick-off meeting, **Kevin Albrecht, PE**, who has an extensive history of establishing and improving watershed models throughout Polk County, will set up a project-specific model using the Interconnected Pond Routing Version 4 (ICPR4) model so that all proposed solutions can be accurately analyzed for their intended (or unintended) consequences. That model will serve as the basis for all proposed repairs and new work. Dewberry will utilize any survey data provided by Polk County, in conjunction with LiDAR data and any additional topographic survey data that Dewberry needs to acquire to assess all of the areas of concern. Our team of civil and stormwater engineers, led by **Jeff PeQueen, PE, CFM**, and **Alba Mas, PE**, (both of whom have over 32 years of stormwater engineering experience) will utilize the model to propose the multiple corrective actions throughout the property. At every step of the design process, the engineering team will work with **Harvey Wheeler**, your Constructability Reviewer with over 30 years of civil site work experience to ensure all proposed improvements are the most effective possible. Any proposed construction will inevitably impact the adjacent natural, restored, and enhanced wetland areas. To ensure that all improvements functionally and ecologically effective, Dewberry is teaming with Wetland Solutions, Inc. (WSI) to provide environmental and ecological direction; **Dr. Scott Knight, PE** and **Chris Keller, PE** with WSI have worked on multiple Polk County projects.

Preparing a design that is technically sound, conforming with FEMA guidelines is critical to this project's success. For decades, Dewberry has worked with FEMA as both a client representative and as a contractor, so we clearly understand the importance of compliance with FEMA protocols. Dewberry's Lakeland office is currently "home base" for several FEMA employees working on post-hurricane cleanup in Southwest Florida. Our unique relationship and intimate knowledge of FEMA processes are key factors that make Dewberry the ideal choice to lead this project.



FEMA PA PAC III NATIONWIDE

Dewberry provided Infrastructure and Public Housing related Consulting and Professional and Non-Professional services and resources on 93 task orders totaling over \$540M in response to disaster declarations nationwide.

FEMA HMTAP NATIONWIDE

Dewberry provides technical support to FEMA's Mitigation Directorate on an array of hazard mitigation program initiatives, assisting thousands of communities nationwide, including Sector A communities in developing effective mitigation projects that have been successfully implemented, increasing the nation's resilience.



CYPRESS SPRINGS VERNON, FL

Dewberry is currently working with the NFWFMD to enhance and create less human impact while creating the best experience for visitors at Cypress Springs.

“THE DEWBERRY TEAM SUPPORTED THE CITY TO DEVELOP A BRAND FOR THE PRESERVE IN ADDITION TO DESIGNING RECREATIONAL IMPROVEMENTS AND WAS RESPONSIVE AND COLLABORATIVE THROUGHOUT THE PROJECT. DEWBERRY PROVIDED THE CITY WITH SOUND TECHNICAL, ENGINEERING, AND PUBLIC ENGAGEMENT SERVICES ON THIS PROJECT.”

—CITY OF PLANT CITY

Quality Assurance/Quality Control (QA/QC) Program

Dewberry's commitment to quality in the design and construction phases is demonstrated in our past performance grades and the reference surveys included in this proposal. **Scott Ethier, PE**, a senior project manager with over 26 years of experience, will serve as the QA/QC manager and will confirm that our project-specific Quality Management Plan, submitted immediately following Notice-to-Proceed, is implemented throughout the design and for every deliverable. All subconsultants will be required to follow the Dewberry plan or submit their own QA/QC plan for our approval. Constructability reviews will be performed with a primary focus on identifying issues that could affect construction time or costs and to confirm that the work has the

appropriate quantities and pay items. Prior to submittal of any work product to the County, we will complete a rigorous internal QC review. QC reviews are built into the project schedule and provide enough time prior to a submittal date to make the necessary corrections for any task completed. The purpose of the QC review is twofold:

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

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



Project Schedule

With our in-depth knowledge of the Circle B Bar Reserve, our team will be able to begin work immediately. The schedule below reflects the amount of days each task will require dependent following receipt of the Notice to Proceed.

NOTICE TO PROCEED	# DAYS	100 DAYS	200 DAYS	300 DAYS	400 DAYS	500 DAYS	600 DAYS	700 DAYS
FIELD INVESTIGATION	60 DAYS							
CONCEPTUAL MASTER PLAN	90 DAYS							
30% DESIGN	120 DAYS							
60% DESIGN	150 DAYS							
PERMITTING - WMD, FDEP	330 DAYS							
90% DESIGN	330 DAYS							
100% DESIGN	360 DAYS							
CONSTRUCTION	600 DAYS							
PROJECT CLOSEOUT	30 DAYS							
TOTAL DAYS FROM NTP TO COMPLETION	630 DAYS							





..... www.dewberry.com

RFP#23-372

P.E. SERVICES FOR CIRCLE B BAR RESERVE (FEMA)

Tab #3 Experience, Expertise, Personnel & Technical Resources

JUNE 21, 2023



ELECTRONIC

SUBMITTED BY

Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

SUBMITTED TO

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

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

McIntosh Preserve Wetlands PLANT CITY, FLORIDA



McIntosh Preserve Site Map

McIntosh Preserve wetlands expands upon a previous Southwest Water Management District (SWFWMD) project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project just completed SWFWMD peer review and 30% design plans for 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells and adds additional treatment wetlands in the center and western portion of the park, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The eastern cells that are directly connected to the East Canal do not receive reclaimed water; rather, they continue to derive hydroperiods solely from surface water. The new wetland cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.

This project included population projections to forecast both demand and availability through the next 20 years. Other tasks include the conversion of the SWFWMD ICPR3 model into ICPR4 and adding a groundwater mesh. After completing the model development, representative time periods for both wet and dry periods were selected, and the 25- and 100-year storm events were completed to understand the existing conditions and partly calibrate the model. The model was then run for the design of storm events for the proposed conceptual design.

The expansion of McIntosh Preserve wetlands and proposed hydrological improvements will increase the stormwater system capacity to reduce localized flooding conditions. The site continues to accept off-site stormwater and improvements in the southern portion of the project to increase the efficiency of the conveyance of water, reducing the duration of localized flooding. Expanding wetlands and installing a backflow preventer in the northeastern corner of the property will reduce off-site flooding and lessen the duration and extent of standing water. The expanded wetland treatment decreases nutrient loading to East Canal, beyond the original project, with a net reduction of 7,620 pounds a year of total nitrogen (TN) and 2,280 pounds of total phosphorus (TP).

- **COST** \$609,350 (est.)
- **SIZE** 363 acres of wetland
- **CONTACT**
Lynn Spivey
1500 Victoria Street
Plant City, FL 33563
813.757.9190
lspivey@plantcitygov.com
- **RESPONSIBILITY** Prime
- **RELEVANT TEAM MEMBERS**
Robert Beltran, PIC, Amy Tracy, PM, Kaylene Wheeler, Deputy PM, Jeff PeQueen, Senior Engineer, Scott Ethier, Engineer, Alba Mas, Engineer, Elana Novak, support, Harvey Wheeler, Construction Inspector
- **COMPLETION DATE**
October 2021
- **CHANGE ORDERS**
None
- **TIME EXTENSIONS**
WMD Cost Share Time Extension

McIntosh Preserve Park and Trails PLANT CITY, FLORIDA



McIntosh Preserve Observation Tower and Play Area

McIntosh Preserve is an integrated water park. The park development is a collaborative effort between the City's Parks and Recreation and Utilities to plan and construct a natural system with recreational and water resources benefits. The first phase of the trail project capitalizes on a \$300,000 legislative appropriation grant with a local match of \$300,000. Dewberry provided design, permitting, bid, and construction administration support to the City to develop and construct two miles of ADA-compliant recreational trails, a parking lot, a wildlife viewing platform, trail and educational signage, and kiosks.

- **COST** \$600,000
- **SIZE** 2.2 miles of pedestrian trails and observation tower
- **CONTACT**
Lynn Spivey
1500 Victoria Street
Plant City, FL 33563
813.757.9190
lspivey@plantcitygov.com
- **RESPONSIBILITY** Prime
- **RELEVANT TEAM MEMBERS**
Amy Tracy, PIP, Kaylene Wheeler, Deputy PM, Jeff PeQueen, Senior Engineer, Alba Mas, Engineer, Elana Novak, support, Harvey Wheeler, Construction Inspector
- **COMPLETION DATE** April 2021
- **CHANGE ORDERS** None
- **TIME EXTENSIONS** None



Lake Annie Feasibility Study POLK COUNTY, FLORIDA



Lake Annie Wetland

- **COST** \$267,518 (est.)
- **SIZE** 128 acres of wetlands
- **CONTACT**
Gregg Knothe
4177 Ben Durrance Road
Bartow, FL 33830
863.534.7377
gregknothe@polk-county.net
- **RESPONSIBILITY** Prime
- **RELEVANT TEAM MEMBERS**
Amy Tracy, PIP, Kayleen Wheeler, Deputy PM, Scott Ethier, Project Engineer, Alba Mas, Lead Engineer
- **COMPLETION DATE**
Ongoing
- **CHANGE ORDERS**
None
- **TIME EXTENSIONS**
None

Many wetlands and lakes in Polk County are hydrologically impacted due to historical anthropogenic activities that resulted in disconnections of the natural flow of water. Several lakes in the County, including Lake Annie, are not reliably meeting established Minimum Flows and Levels (MFLs). Furthermore, there are over 50 waterbodies in Polk County designated as impaired by the FDEP because they do not meet one or more of their designated uses for swimmable, fishable, recreational uses in surface waters. In the Peace Creek and Bowleg Creek watersheds, 40 waterbodies have FDEP-adopted TMDLs for a total of 70 water quality parameters.

The project site is south of the town of Dundee in west-central Polk County. The Dewberry team performed a watershed management study of the Peace Creek Canal, as detailed in the Winter Haven Chain of Lakes Structure Optimization Report, which was completed for SWFWMD by Atkins in July 2014. One of the alternatives identified in this report was to divert water from the Peace Creek Canal through a series of previously excavated areas to Lake Annie. These excavations could be constructed as created, flow-through wetlands to improve habitat and provide water quality treatment while also providing other project benefits, including water storage and increased water levels in Lake Annie to meet the MFL. This project requires land acquisition or conservation easements to allow piped or channelized flow to reach the created wetlands and Lake Annie.

The project areas for this study reside within the Peace Creek Drainage Canal (WBID 1539). Within the WBID boundary, there is also a separate delineated WBID for Lake Annie (1539C). This area is designated by FDEP as waters not attaining standards (WNAS) for biology during the Cycle 3 assessment but was included in Category 4d because a causative pollutant has not been identified. The Peace Creek Drainage Canal is also designated on the WNAS list for dissolved oxygen but also in Category 4d because a causative pollutant has not yet been identified. There is also a TMDL for the Peace Creek Drainage Canal adopted by the State and approved by the Environmental Protection Agency (EPA) for Fecal Coliform.

Saddle Creek / Audubon Tract Restoration POLK COUNTY, FLORIDA



Saddle Creek Triangle Wetland Concept

- **COST** \$232,025
- **SIZE** 2,000 acres
- **CONTACT**
Gregg Knothe
4177 Ben Durrance Road
Bartow, FL 33830
863.534.7377
gregknothe@polk-county.net
- **RESPONSIBILITY** Prime
- **RELEVANT TEAM MEMBERS**
Robert Beltran, PIC,
Technical Advisor, Amy
Tracy, PM, Alma Mas Lead
Engineer, Scott Ethier,
Project Engineer
- **COMPLETION DATE**
January 31, 2020
- **CHANGE ORDERS**
None
- **TIME EXTENSIONS**
None

Saddle Creek is an integral part of the Peace River-Saddle Creek Watershed. It is located within Polk County and spans 146.2 square miles. The watershed contains 79 named lakes/ponds and seven named rivers/streams/canals. The 2006 TMDL adopted by the EPA for Lake Hancock and Lower Saddle Creek requires significant reductions in annual nutrient loads (reduction of 702,167 pounds of TN and 227,320 pounds of TP annually) or a 75.5% reduction in loading from stormwater sources.

The Dewberry team conducted a feasibility study to update Saddle Creek conceptual alternatives based on more recent data and assess potential water quality improvements that can be achieved by developing offline water treatment best management practices within the floodplain. Based on direction from the County, the development of conceptual alternatives needed to rely on gravity and could not contain any mechanical pumping or chemical treatment, two common engineering and scientific approaches to maximizing treatment efficiencies to reduce pollutant loadings.

Over the eight-month project duration, the project team, in collaboration with the Polk County Natural Resources Division and SWFWMD, analyzed water quality and sediment data acquired from multiple sites where water quality improvement projects could be implemented. The existing Hydrologic and Hydraulic (H&H) model was also updated to current industry standards and converted to ICPR 4 continuous simulation model to confirm no off-site impacts, increase floodplain storage, provide hydrological improvements, and estimate pollutant load reductions. In total, the Dewberry team designed three conceptual alternatives developed to reduce pollutant load and improve hydrology and ecology. The field data collection efforts confirmed that the Audubon site currently serves as a source of nutrient loading to the creek during high flow conditions, but the original concept assumed the site was not a contributing source. The conceptual alternative continued to reduce loads but did not hydrologically improve the conditions within the pit significantly. However, the team added the Saddle Creek Farms Road wetlands as a second element of the Audubon site, which also provided water quality improvement and achieved the objective of increasing floodplain storage. The last conceptual alternative included Saddle Creek Park, where it was discovered that the current reclaimed mine pit was improving water quality from Lake Parker due to the residence time of the water moving through the park, the proposed project approach constructs wetlands at the downstream portion of the park before its outfall.

Polk Regional Water Cooperative - Combined Project Implementation - Phase I POLK COUNTY, FLORIDA



Rendering of a Treatment Facility

- **COST** \$94,144
- **SIZE** 2,010 sq. mile
- **CONTACT**
Eric DeHaven
813.323.7061
Polk County
ericdehaven@prwcwater.org
- **RESPONSIBILITY** Sub
- **RELEVANT TEAM MEMBERS**
Robert Beltran, PIP, Amy Tracy, PM, Scott Ethier, Project Engineer
- **COMPLETION DATE** 2019
- **CHANGE ORDERS**
None
- **TIME EXTENSIONS**
None

Dewberry played a key role as a subconsultant in assisting the Polk County Regional Water Cooperative (PRWC) to develop a plan to finance and fund alternative water supply for a newly established organization to address Polk County's water supply needs collaboratively. PRWC membership includes 15 separate municipalities and the Polk County Government. Traditionally, the Upper Floridan Aquifer serves as the source of public potable water for Central Florida. According to the Central Florida Water Initiative (CFWI) 2015 Regional Water Supply Plan, traditional groundwater resources alone cannot meet future water demands or currently permitted allocations without causing unacceptable impacts to water resources and related natural systems.

The development of alternative water supply to supplement Polk County drinking water will offset over-pumping, augment the water supply, and reduce environmental impacts for 2.7 million people in the Central Florida area. The PRWC has been able to make tremendous progress in alternative water supply project development, in part due to our membership and the commitment of SWFWMD and Florida legislature in supporting regional water initiatives in tandem with local dollars, state revolving fund, and with over \$140 million dollars in cooperative funding from the agencies.

To aid in the creation of a funding framework, the PRWC established a funding workgroup which Dewberry led to review funding sources from federal, state, and alternative sources to understand the opportunities available to offset over \$300 million of the PRWC cost share for Phases I of the Southeast Wellfields, the West Polk Wellfields, and supporting transmission system. The overall funding approach ultimately relies on the SWFWMD cost-share funding commitment of 50%, a WIFIA loan, and State Revolving Fund (SRF).

The PRWC will utilize the District's cost share program; the SWFWMD provided the PRWC a letter of support for the AWS program and assistance towards 50% of eligible project costs. Revenues are under development with fixed capital infrastructure and variable costs included in the proposed rate structure based on PRWC member government water demands and allocation percentages. Financing status includes a letter of invitation to apply for \$305 million dollars in loans from WIFIA and the submission of the PRWC Master Facilities Plan for the August 2020 SRF Priority List. The PRWC is committed to the obtainment of financing mechanisms and continuing to pursue funding and revenue opportunities, and is continuing to collaborate with their funding partners.

FX Bar Ranch Conservation Easement Baseline Report POLK COUNTY, FLORIDA



- **COST**
PHASE I - \$23,025
PHASE II - \$24,648
PHASE III - \$25,505
- **SIZE**
PHASE I - 500+ acres
PHASE II - 300+ acres
PHASE III - 200+ acres
- **CONTACT**
Gaye Sharpe, Director
4177 Ben Durrance Road
Bartow, FL 33880
863.534.7377
gayesharpe@polk-county.net
- **RESPONSIBILITY** Prime
- **RELEVANT TEAM MEMBERS**
Amy Tracy, PM, Kaylene Wheeler, Deputy PM
- **COMPLETION DATE**
PHASE I - December 2017
PHASE II - January 2019
PHASE III - August 2019
- **CHANGE ORDERS**
None
- **TIME EXTENSIONS**
None

Polk County and the United States Air Force jointly purchased three easements in the southeastern portion of Polk County, Florida. The properties consist of 500+ acres (Phase I), 300+ acres (Phase II), and 200+ acres (Phase IIIA), all containing significant ecological, educational, and aesthetic value in their present state as natural areas. In order to document these conservation values, confined to the purposes, rights, and prohibited uses as specified in the Deed of Conservation Easement for the parcel, the County engaged Dewberry to complete Conservation Easement Baseline Report(s). The reports are a summary of information collected and compiled for baseline documentation.

The purpose of these baseline report(s) was to document the current physical conditions of the protected property(s). The scope of these documents was confined to the conservation values, purposes, rights and prohibited uses as specified in the Deed of Conservation Easement(s). These documents establish and describe the baseline conditions of the protected property(s), and therefore serve as the reference point for land stewardship activities.

Sites visits were completed to the protected property(s). These field visits were conducted to review the parcel specific to the Deed Conservation Easement, collect relevant spatial data points, and obtain photograph documentation of the existing parcel conditions. Information collected, and documented, in these Conservation Easement Baseline Report(s) included wetland inventory, topography, flora and fauna (both native and exotic species), wildlife, existing man-made features, and a large earthen berm, constructed in the late 1940s to manage the wetland on the property, was meticulously documented. Final reports were generated that contained a summary of the information collected, along with photographs and figures that depicted the findings of the on-site visual inspection and what was discovered during the historical review phase of the project.

California Office of Emergency Services (CA OES) Long Term Recovery Consulting Services

MULTIPLE LOCATIONS, CA

In April 2019, Dewberry began supporting the California Governor's Office of Emergency Services (Cal OES) under presidential disaster declarations FEMA DR-4407, 4431, and 4434 as a subcontractor to Hagerty Consulting, Inc. (Hagerty). Since then, six Dewberry employees have deployed to California to support multiple disaster recovery operations for wildfires, flooding, landslides, earthquake and COVID-19.

Dewberry staff assisted state officials and community organizations and agencies with grant applications for emergency protective measures, debris removal, hazard mitigation activities, and the restoration of damaged public infrastructure. While embedded in the Cal OES offices in Sacramento, our staff developed streamlined grant review processes which were adopted by Cal OES and resulted in a 10x increase in production in the grant closeout pipeline.

Dewberry staff also managed and review grant applications to FEMA's Hazard Mitigation Grant, Floodplain Mitigation Assistance, and Pre-Disaster Mitigation Programs for coastal and inland projects. Projects include stream channel modification restoration, wildfire hazardous fuel reduction, seismic retrofit for water supply and improvements to flood control structures. Many projects involve complex environmental issues around bird nesting season, habitat impacted by hazardous fuel reduction, and the need for multi-year ESA monitoring.

In addition to field staff, Dewberry also supported Cal OES' review of FEMA Benefit Cost Analysis (BCA) for program applicants seeking hazard mitigation funding. Dewberry staff reviewed over 50 BCAs for projects involving seismic structural retrofits, generators, coastal berms and breakwaters, bulkhead improvements, drainage improvements seeking mitigation funding in excess of \$750M. The reviews evaluate BCAs prepared by others to confirm program compliance, determine technical feasibility, and confirm appropriate and accurate supporting documentation. Dewberry subject matter expert, John Squerciati also provided classroom training and mentoring to Cal OES staff on the functionality and use of FEMA's BCA tool.

Lesson's Learned for Eligible, Technically Feasible and Cost-Effective Grant Funded Projects:

- Start as early in the process with technical support and outreach to set the parameters for eligible mitigation practices, feasible project completion timelines, and benefit-cost criteria.
- Provide technical assistance and review comments to communities as they develop benefit-cost analysis to not only describe the challenges but also suggest solutions.
- Managing environmental compliance closely and engage in the process to focus on timelines for federal review queues, necessary documentation, and the critical need to hold construction work until environmental clearances are obtained.

- **COST**
\$719,000
- **SIZE**
N/A
Multiple locations
- **CONTACT**
Bradley Grining, CEO
Hagerty Consulting, Inc. 1618
Orrington Avenue, Suite 201
Evanston, IL 60201
847.492.8454
brad.grining@
hagertyconsulting.com
- **RESPONSIBILITY**
Sub
- **RELEVANT TEAM MEMBERS**
Stephanie Marsh, Funding,
Pam Bell, Accounting and
Supporting Documentation
- **COMPLETION DATE**
Ongoing
- **CHANGE ORDERS**
None
- **TIME EXTENSIONS**
None



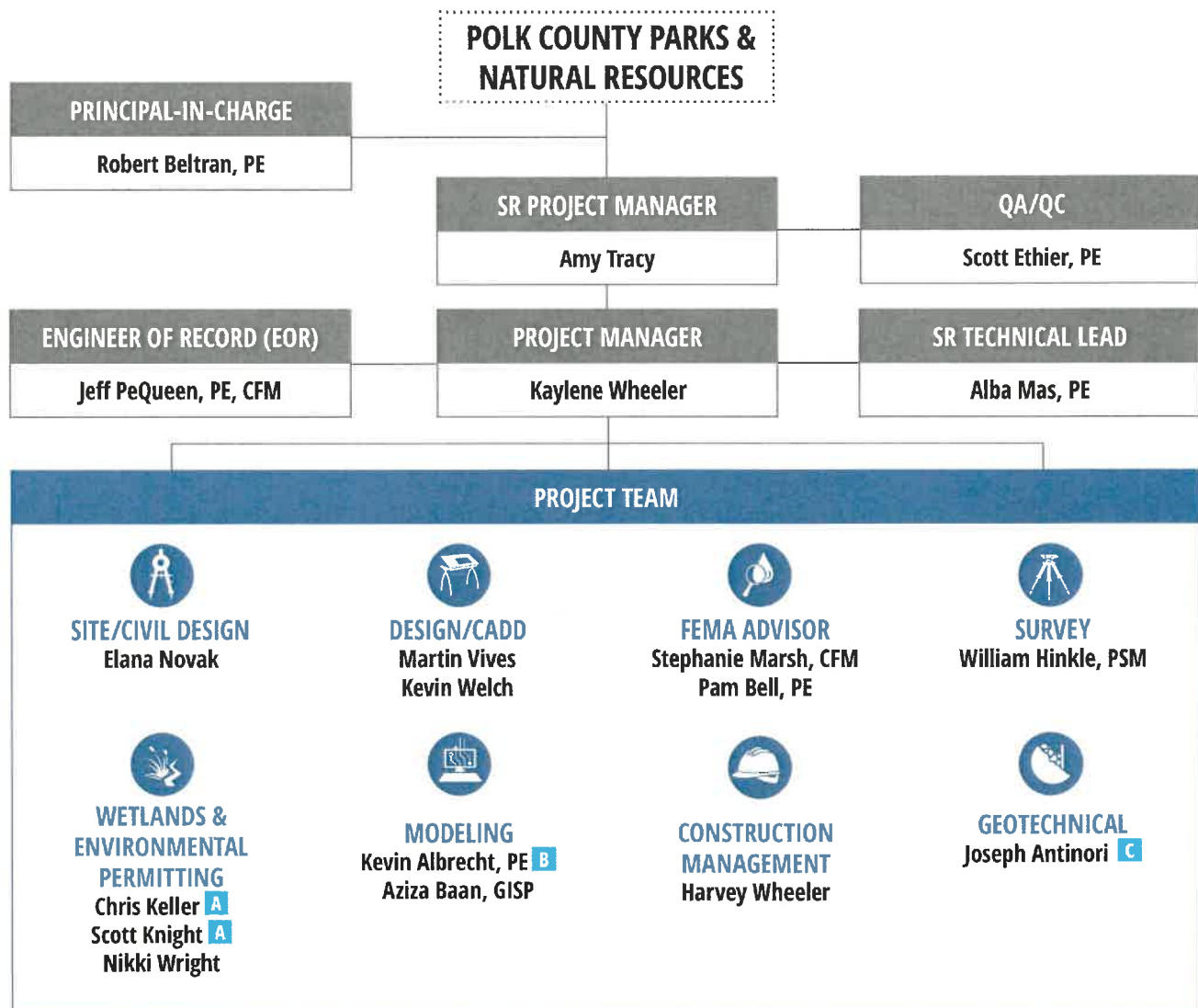
POST-WILDFIRE FLOOD EVENTS CAUSED THIS EMBANKMENT FAILURE AS THE LACK OF VEGETATION UPSTREAM IN THE WATERSHED CAUSED INCREASE WATER FLOW MORE LADEN DEBRIS AND BOULDERS DURING RAIN EVENTS, DAMAGING THIS ROAD'S INFRASTRUCTURE. IMPROVEMENTS TO STABILIZE THE EMBANKMENT WERE IDENTIFIED AS A PUBLIC ASSISTANCE MITIGATION OPPORTUNITY.

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Organizational Chart

Your PM, **Kaylene Wheeler**, PIC, **Robert Beltran**, and Senior PM, **Amy Tracy** are knowledgeable, consistent, and responsive, which makes Dewberry a highly desirable partner for your parks and natural resources projects. Dewberry's Quality Advocate, **Scott Ethier, PE**, is the natural choice to serve as QA/QC officer, having provided senior technical support, water resources engineering and developed water solutions for PNR. Additionally, our team includes several key staff that will be dedicated to making this project a success. **Jeff PeQueen, PE, CFM**, who understands the specific challenges of this project,

as well as the goals, will lead our team of engineers as the project's EOR. Jeff's long history of success working with Polk County, Natural Resources and Roads & Drainage Departments, as well as the City of Lakeland makes him the perfect choice to serve in this pivotal role. **Alba Mas, PE**, will serve as Technical Lead leveraging her considerable experience in environmental resources permitting and natural systems and SWFWMD regulatory systems to enable the Dewberry team to achieve project goals while reducing review time frames.



A Wetland Solutions, Inc. **B** Albrecht Engineering Group, LLC **C** Tierra, Inc.



Robert Beltran, PE

PROJECT ASSIGNMENT: PRINCIPAL-IN-CHARGE

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

Executive Director of SWFWMD, Brooksville, FL

TYPE: PERMITTING | SIZE: N/A

Executive Director—Provided leadership and guidance to a staff of 574 full-time employees to meet the mission of the District in four key areas of responsibility, including; 1. Natural Resources, 2. Flood Protection, 3. Water Quality, and 4. Water Supply. Had direct interaction on key District initiatives, legislation, and interaction with local municipal leaders. During Robert's tenure as Director, he worked with staff on key restoration and natural system projects such as Lake Hancock Wetland Treatment System and Rock Ponds Restoration Project. He also worked closely with the District staff on the current evaluation system for cooperative funding and assessment of co-funded projects.

Polk County Parks and Natural Resources, Peace Creek Watershed Restoration Study, Polk County, FL

TYPE: PARKS & NATURAL RESOURCES | SIZE: \$49,290

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

Polk County Parks and Natural Resources Saddle Creek / Audubon Tract Restoration, Polk County, FL

TYPE: WATER SUPPLY | SIZE: \$232,025

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

McIntosh Preserve Wetlands, Plant City, FL

TYPE: STORMWATER | SIZE: \$609,350 (Est.)

Principal-in-Charge—Provided leadership for the assessment and quantification of available reclaimed water from the Plant City Water Reclamation Facility to deliver to the McIntosh Park wetlands as a supplemental source of water to keep the system hydrated. This included population projections to forecast both demand and availability through the next 20 years. Other tasks include the conversation of the SWFWMD ICPR3 model into ICPR4 and include a groundwater mesh. After the model development was complete representative storms for both wet and dry periods were selected, and the 25 to 100-year storm events were completed to understand the existing conditions and partly calibrate the model. The model was then run for the design of storm events for the proposed conceptual design.

Polk Regional Water Cooperative Phase 1, Polk County, FL

TYPE: PIPELINE | SIZE: \$3,418,098

Principal-in-Charge—Provided Oversight for the plan and profile design of potable water pipelines. Roughly 75 miles of transmission pipeline to distribute potable water to multiple municipalities throughout Polk County. Multiple funding sources were leveraged, including SRF loans, SWFWMD co-funding (\$236 million), and WIFIA loans (\$230 million).

- **FIRM**
Vice President
Dewberry Engineers Inc.
(Dewberry)
- **EDUCATION**
MS • Environmental
Engineering • Tulane
University

BS • Civil Engineering •
Tulane University
- **REGISTRATIONS**
Professional Engineer • FL
• No. 53128

Board Certified
Environmental Engineer
• US

Certified General Contractor
• FL • No. CGC058606
- **YEARS OF EXPERIENCE**
Dewberry • 6

Total • 28
- **AFFILIATIONS**
Water Environment
Federation (WEF)

Florida Engineering Society
(FES)

American Water Works
Association (AWWA)



Amy Tracy

PROJECT ASSIGNMENT: SENIOR PROJECT MANAGER

Amy is a water professional with 17 years of watershed restoration experience. Her water project portfolio includes stormwater, reclaimed water, and water treatment. She served several years at the FDEP as a basin coordinator implementing TMDLs into BMPs. Her experience includes developing compliance approach for biological targets, program framework for sufficiency of effort approach to quantify strategic objectives, and the formation of Bacteria Pollution Plans, pollutant load calculations, NPDES MS4 permit compliance as related to TMDLs and surface water quality standards, as well as water quality improvement and project planning.

- **FIRM**
Senior Associate
Dewberry Engineers Inc.
(Dewberry)
- **EDUCATION**
MA • Quantitative Methods
for Geographers • Florida
Atlantic University

BA • Geographic
Informations Systems •
Florida Atlantic University
- **YEARS OF EXPERIENCE**
Dewberry • 3

Total • 17
- **AFFILIATIONS**
Florida WaterReuse
Association

American Water Works
Association (AWWA)

Florida Association of
Special Districts (FASD)

Florida Stormwater
Association (FSA)

Polk County Parks and Natural Resources, Lake Annie Feasibility Study, Polk County, FL

TYPE: WATER SUPPLY | SIZE: \$262,846

Principal-In-Charge—Assisted with the feasibility of utilizing a gravity-driven system to divert flow from Peace Creek through treatment wetlands and into Lake Annie to provide water quality improvement, habitat restoration, surficial aquifer recharge, and increase Lake Annie water levels through offline BMP. This scope of services will provide stakeholder coordination, including but not limited to PRWC, surface water modeling, conceptual design, and field data collection.

Polk County Parks and Natural Resources Saddle Creek / Audubon Tract Restoration, Polk County, FL

TYPE: WATER SUPPLY | SIZE: \$232,025

Project Manager—Assessed the feasibility of routing Saddle Creek offline, through Audubon property, to receive further treatment through wet detention and then flow through created wetland system before discharging back into Saddle Creek, north of Lake Hancock to improve water quality and reduce TP concentrations. Saddle Creek is a priority nutrient TMDL as outlined in the NPDES MS4 permit for implementation of nutrient BMPs.

City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL, Executive Engineer

TYPE: WATER SUPPLY | SIZE: \$571,950

Project Manager—Provided oversight for the assessment and quantification of available reclaimed water from the Plant City Water Reclamation Facility to deliver to the McIntosh Park wetlands as a supplemental source of water to keep the system hydrated. This included population projections to forecast both demand and availability through the next 20 years. Other tasks include the conversation of the SWFWMD ICPR3 model into ICPR4 and include a groundwater mesh. After the model development was complete representative storms for both wet and dry periods were selected, and the 25- to 100-year storm events were completed to understand the existing conditions and partly calibrate the model. The model was then run for the design of storm events for the proposed conceptual design.

Polk County Parks and Natural Resources, Peace Creek Watershed Restoration Study, Polk County, FL

TYPE: RESTORATION EVALUATION | SIZE: \$49,290

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



Kaylene Wheeler

PROJECT ASSIGNMENT: PROJECT MANAGER

Kaylene is a certified project manager with 26 years in the stormwater industry. She worked her way up from administrative roles to specializing in communication and regulatory activities in both government and the private sector. Kaylene has developed many publications for distribution, including the Turkey Creek Water Atlas, a rain garden development workbook and workshop, and was chosen as one of eight industry professionals to sit on the FDEP Technical Advisory Committee for the 2017 rewrite of the State's Stormwater, Erosion and Sedimentation Inspector Training Guide.

- **FIRM**
Project Manager
Dewberry Engineers Inc.
(Dewberry)
- **REGISTRATIONS**
FDEP Stormwater
Management Instructor
ANSI Certified Project
Manager
- **YEARS OF EXPERIENCE**
Dewberry · 2
Total · 26

City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL

TYPE: WATER SUPPLY | SIZE: \$571,950

Deputy Project Manager/Public Outreach Coordinator—The McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.

Polk County Parks and Natural Resources with SWFWMD, Lake Annie, Polk County, FL

TYPE: WATER SUPPLY | SIZE: \$262,846

Deputy Project Manager—The Dewberry team performed a watershed management study of the Peace Creek Canal. One of the alternatives identified in this report was to divert high flows from the Peace Creek Canal through a series of previously excavated areas to Lake Annie. These excavations could be constructed as created flow-through wetlands to improve habitat and provide water quality treatment while also providing other project benefits, including water storage and increased water levels in Lake Annie to meet the MFL. This project requires land acquisition or conservation easements to allow piped or channelized flow to reach the created wetlands and Lake Annie meetings, and confirming that the project was completed to the satisfaction of the client on time and within budget.

City of Pompano Beach, National Pollutant Discharge Elimination System (NPDES) MS4 Permit Compliance, Pompano Beach, FL

TYPE: STORMWATER | SIZE: \$25,000

Deputy Project Manager—Kaylene supported City staff with NPDES/TMDL assistance during their annual reporting and reapplication process. Additionally, she assisted with the navigation of the States revised Phase 1 MS4 permit. Tasks included reviewing previous final reports and the EMC load calculations as required in year three of the permit to crosswalk the new cycle permit requirements to what was completed in the past annual reporting years.

Polk County Parks and Natural Resources, Peace Creek Watershed Restoration Study, Polk County, FL

TYPE: RESTORATION EVALUATION | SIZE: \$49,290

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



Scott Ethier, PE

PROJECT ASSIGNMENT: QA/QC OFFICER

Scott is a water resources engineer with over 24 years of experience in solving complex water sector issues for governmental clients. He provides senior technical support in applied GIS and water resources engineering to develop water solutions from the initial concepts to construction. He specializes in Hydrologic and Hydraulic (H&H) modeling for surface water systems, integrated surface water and groundwater systems, potable water systems, reclaimed water systems, and wastewater collection systems. Scott has developed and supported the implementation of numerous watershed management plans and utility master plans throughout Florida with project experience that includes design, construction specifications, and regulatory permitting.

FIRM

Associate, Senior Engineer
Dewberry Engineers Inc.
(Dewberry)

EDUCATION

BS • Civil/Environmental
Engineering • University of
South Florida

REGISTRATIONS

PE • FL • No. 67660
Qualified Stormwater
Management Inspector •
No. 30850

YEARS OF EXPERIENCE

Dewberry • 11
Total • 24

AFFILIATIONS

Florida Water Environment
Association (FWEA)

Polk County Parks and Natural Resources Saddle Creek / Audubon Tract Restoration, Polk County, FL

TYPE: HYDROLOGIC & HYDRAULIC MODELING | SIZE: \$232,025

Project Engineer—Responsible for the H&H analysis to assess the feasibility of routing Saddle Creek offline, through the Audubon Property, to receive further treatment through wet detentions and then flow through created wetland system before discharging back to Saddle Creek, to improve water quality and reduce TP concentrations.

City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL

TYPE: WATER SUPPLY | SIZE: \$571,950

Project Engineer—Responsible for the hydrologic analysis of the potential expansion of the McIntosh Park Stormwater Management Facility to improve flood control in the area and allow the discharge of reclaimed water from the Plant City Water Reclamation Facility, (WRF). The project involved converting a subset of the Hillsborough River/Tampa Bypass Canal Stormwater Management Model (SWMM) to ICPR4 and incorporating a 2-D groundwater module. The ICPR4 model was used to study and analyze existing and proposed conditions discharge rates and stages for continuous simulations for representative wet, normal, and dry extended periods to assess potential changes to hydrology under the proposed conceptual alternatives(s).

Polk County Parks and Natural Resources with SWFWMD, Lake Annie, Polk County, FL,

TYPE: WATER SUPPLY | SIZE: \$262,846

Project Engineer—The Dewberry team performed a watershed management study of the Peace Creek Canal. One of the alternatives identified in this report was to divert high flows from the Peace Creek Canal through a series of previously excavated areas to Lake Annie. These excavations could be constructed as created flow-through wetlands to improve habitat and provide water quality treatment while also providing other project benefits, including water storage and increased water levels in Lake Annie to meet the MFL. This project requires land acquisition or conservation easements to allow piped or channelized flow to reach the created wetlands and Lake Annie meetings, and confirming that the project was completed to the satisfaction of the client on time and within budget.

Polk County Parks and Natural Resources, Peace Creek Watershed Restoration Study, Polk County, FL

TYPE: RESTORATION EVALUATION | SIZE: \$49,290

Project Engineer—The purpose of this project was to develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.



Jeff PeQueen, PE, CFM

PROJECT ASSIGNMENT: ENGINEER OF RECORD (EOR)

As a senior professional engineer, Jeff has more than 32 years of experience in site and civil engineering. His extensive experience includes stormwater analysis and design of commercial, industrial, and residential sites including both retrofits and original design and development. His project experience ranges from individual storm sewer design to regional watershed studies. Jeff has provided on-call services for both Polk County Parks and Natural Resource and Roads & Drainage Departments, as well as a long history servicing the City of Lakeland. He has managed jointly funded projects between SWFWMD, municipalities, and surrounding counties. Further experience includes engineering and production services for assessing existing structures, proposed road improvements, proposed drainage improvements, permitting support, construction support, and as-built services for the right-of-way improvements.

FIRM
Senior Project Engineer
Dewberry Engineers Inc.
(Dewberry)

EDUCATION
MS • University of South
Florida • Biomedical
Engineering
MEE • University of Florida •
Environmental Engineering
BS • Furman University •
Physics

REGISTRATIONS
PE • FL • No. 47664

YEARS OF EXPERIENCE
Dewberry • 1
Total • 32

**City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM
ICPR Park Design at 90%, Plant City, FL**

TYPE: WATER SUPPLY | SIZE: \$571,950

Senior Engineer—Provided technical assistance on the McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.

Tampa Bay Water, Cypress Creek, Conceptual ERP, Pasco County, FL

Senior Engineer—Provided technical assistance on this project which included Water Management Plan, and the Development of a Master Drainage Plan, including a detailed existing and proposed conditions model, to obtain a comprehensive ERP for the 62-acre facility.

**Polk County Parks and Natural Resources, Peace Creek Watershed Restoration
Study, Polk County, FL**

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



Alba Mas, PE

PROJECT ASSIGNMENT: SENIOR TECHNICAL LEAD

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

Polk County Parks and Natural Resources, Saddle Creek / Audubon Tract Restoration, Polk County, FL

TYPE: WATER SUPPLY | SIZE: \$232,025

Lead Engineer—on this project included developing conceptual alternatives to improve water quality in Saddle Creek through routing low flows from Saddle Creek through the Audubon Property to receive water quality treatment prior to discharging back to the creek. Alba has been the lead project engineer in the development of the opinion of probable cost and the refinement of three conceptual alternatives to improve water quality and hydrologic flows at the sites.

Polk County Park and Natural Resources, Lake Annie Feasibility Study, Polk County, FL

TYPE: WATER SUPPLY | SIZE: \$267,518 (Est.)

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

City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL

TYPE: WATER SUPPLY | SIZE: \$571,950

Project Engineer—Executive oversight on the McIntosh Integrated Water Project at McIntosh Preserve which expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.

Tampa Bay Water, Cypress Creek Facility Master Drainage Plan, Pasco County, FL

TYPE: STORMWATER | SIZE: \$93,907

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

• **FIRM**
Senior Project Manager
Dewberry Engineers Inc.
(Dewberry)

• **EDUCATION**
BS • Civil Engineering •
University of South Florida
BA • Landscape Architecture
• University of Florida

• **REGISTRATIONS**
PE • FL • No. 38617

• **YEARS OF EXPERIENCE**
Dewberry • 2
Total • 36



Stephanie Marsh, CFM

PROJECT ASSIGNMENT: FEMA ADVISOR

Stephanie leverages her 31 years of experience with FEMA programs including Public Assistance and National Flood Insurance Program with a focus on federal, state, tribal, and local agencies. In addition to being a Project Manager she is also a Certified Floodplain Manager. She has deployed in the field for disaster response to hurricanes, fires, floods, and landslides and has on-the-ground first-hand knowledge of how local communities' recovery from Disasters. She has facilitated 50-100 stakeholder and client meetings to actively listen for best practices in local organizations to improve recovery and resilience. For Public Assistance she has represented FEMA, State Governments, and local and private-non-profit organizations in the grant reimbursement process. Ms. Marsh was able to secure \$100-million in reimbursements for health and educational institutions for COVID-19 disaster funding. Most recently as embedded in California Governor's Office for Emergency Services (Cal OES) as a policy adviser, she assisted Cal OES as both an applicant and a recipient to for Federal disaster declarations. She has also worked to closeout grants for 24+ Disasters with States and FEMA.

- FIRM**
Project Manager
Dewberry Engineers Inc.
(Dewberry)
- EDUCATION**
MBA • Geography • The
Ohio State University • 1994
BA • Geography • The Ohio
State University • 1991
- REGISTRATIONS**
CFM
- YEARS OF EXPERIENCE**
Dewberry • 18
Total • 31

FEMA Risk Map Production & Technical Services STARR II Project Manager for FEMA Region IX TYPE: FEMA | SIZE: \$93,907

Program Manager for FEMA Region IX—Responsible for providing management of remote teams and hands-on production for FEMA studies, outreach, meetings, and the Discovery process. Helped Cooperating Technical Partners (CTPs) customize the risk assessment results to help with the grant application process.

Cal OES Hazard Mitigation, Statewide, CA, TYPE: FEMA/FLOOD HAZARD ANALYSIS | SIZE: \$719,112

Statewide, CA, Grants Management/ Programmatic Task Assignment Coordinator—The project included a remote team of eight hazard mitigation analysts based across all U.S. time zones. Ensured team's \$400M in grant projects met programmatic deadlines, client quality levels, and processing schedules. Designed methodology for tracking and reporting team metrics, managing productivity levels for the team, and weekly organizing training/mentoring for new staff and topics, such as procurement and applicable hazard mitigation guidance, that needed continual refreshing. Interfaced with Cal OES management for work assignments and to track hot topics and concerns. Instituted bi-weekly check-ins, daily chats and huddles, via Zoom, Google, and Teams calls to keep staff connected and on schedule for grant management deadlines.

California Severe Winter Storms, Fires, Flooding, Landslides, Earthquake, and Mudslides, Statewide, CA TYPE: FEMA/TRANSPORTATION | SIZE: \$3,000,000

Grant and Closeout Manager—Local consultant for the Town of Paradise off-system road damage, Santa Cruz and Sonoma counties FHWA-ER grant compliance with betterment enhancements. Grant Closeout/ Program Delivery Manager embedded in CA Governor's Office for Emergency Services as policy SME. Streamlined business process for A&E scope and cost review, EHP and after compliance 406 mitigation. Supported dashboard for metrics and quality to let Cal OES realize production increase. Procurement - contracting coordination with Federal

procurement/contracting team (PDAT) for 2 CFR and 44 CFR for local community projects. Outreach to communities on multiple programs provided by State of CA that may help them recover including HMGP 404, FMAG, Cal Trans, Cal Fire, CDBG-DR, and CERT



Pam Bell, PE

PROJECT ASSIGNMENT: FEMA ACCOUNTING

Pam has extensive professional experience, several years in civil engineering and several years as a Project Officer and Public Assistance Coordinator. Her experience includes forensic civil engineering, project management, data collection and analysis, report writing, hydraulic modeling, research of local, state and federal regulations, and served as client liaison on various projects. She has been involved in the investigation of structural or material failures, which are often the result of natural disasters, product defects, poor installation and product misuse.

- **FIRM**
Project Accountant
Dewberry Engineers Inc.
(Dewberry)
- **EDUCATION**
BS • Civil Engineering •
Tennessee Technological
University • 1994
- **REGISTRATIONS**
PE • TN • No. 4104977
- **YEARS OF EXPERIENCE**
Dewberry • 16
Total • 27

FEMA Hurricanes Katrina (FEMA-1603-DR-LA) and Rita (FEMA-DR-1607-LA)

TYPE: FEMA | SIZE: N/A

PAC and Team Leader—Assigned to Utilities Specialty Group. Managed projects focused on the repair, replacement, relocation, or improvements of wastewater and water treatment facilities, drainage pump stations, sewage lift stations, sewage collection systems, storm water collection systems, fire hydrants, etc. for the most heavily impacted applicants in the Southern Parishes of Louisiana, consisting of Orleans, Jefferson, Plaquemines and St. Bernard. Worked on an improved project for St Bernard Parish to consolidate seven WWTPs into a single WWTP. Identified disaster-related damages and wrote PWs to include damage assessment, SOW, and costs. Developed versions to align PWs with Construction Bids and to include additional details or more detailed SOW. Identified HMP opportunities to include elevation of buildings; elevation of electrical or mechanical equipment; dry and wet flood-proofing buildings; upsizing culverts; erosion control; headwalls and wing walls; as well as estimating costs for HMPs.

FEMA PA-TAC III, Hurricane Sandy, FEMA-4085-DR-NY

TYPE: FEMA | SIZE: N/A

Project Specialist, Policy Specialist, and PAC Leader—Supported the NYC Dept. of Education, NYC School Construction Authority, and Long Beach Schools with school restoration projects. Identified disaster-related damages to school structures and associated mechanical and electrical systems. Assisted with developing projects and identifying mitigation opportunities, and reviewing projects for technical accuracy and eligibility. Prepared cost estimates utilizing FEMA Cost Codes, CEF tool, and RS Means.

FEMA PA-TAC III, FEMA-1899-DR-NY

TYPE: FEMA | SIZE: N/A

PAC Crew Leader—Responsible for 21 Rockland County Applicants and 19 Applicants in Otsego, Schoharie, and Warren Counties. Conducted 30+ kickoff meetings, assisted applicants with project eligibility and formulation, and coordinated and supervised workload of team. Served as QA reviewer and maintained Case Management files. Worked closely with HM Team to identify mitigation opportunities for government buildings, park and recreational facilities, beach erosion, and public works projects.

Yale New Haven Health Services, (DR-4505-CT and DR-4506-RI) COVID-19

TYPE: FEMA | N/A

FEMA Reimbursement Specialist—Provided data mining, analysis, data verification, eligibility determinations, CRC East coordination, PW development, and QC reviews for over \$50M of FEMA reimbursable COVID-19 expenditures incurred by the largest health system in New England.



Elana Novack

PROJECT ASSIGNMENT: SITE/CIVIL DESIGN

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

City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL

TYPE: WATER SUPPLY | SIZE: \$571,950

Graduate Engineer—The McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.

Louisiana Watershed Initiative Region 7, LA DOTD, Baton Rouge, LA

TYPE: WATER SUPPLY | SIZE: \$19,692

Graduate Engineer—Assisted in creating a HEC-RAS model to evaluate flood risk in the Tickfaw HUC8 regional watershed. Specific project tasks included stabilizing the 2D cell mesh, assigning breaklines to stream embankments and structures, aligning the cells with the terrain, coding 2D structure connections, and stabilizing the model.

West Villages Improvement District (WVID), West Villages Improvement District, North Port, FL

TYPE: WATER SUPPLY | SIZE: \$56,000

Graduate Engineer—West Villages Improvement District is a 12,444 acre independent local governmental district with authority to fund and construct infrastructure within its boundaries. Specific project duties included assisting in creating engineering reports, ArcGIS databases, and exhibits showcasing road improvements, irrigation supply and demand, stormwater management facilities, etc

Taylor Coastal Water and Sewer, Taylor Coastal Water and Sewer District, Perry, FL

TYPE: WATER SUPPLY | SIZE: \$209,365

Project-Level Contract Team Member—Improvements of the water distribution system by eliminating dead-end lines and increasing the pressure within the system. Assisting with the grant application process for project funding and water system improvement design.

FIRM

Graduate Engineer
Dewberry Engineers Inc.
(Dewberry)

EDUCATION

BS • University of Central
Florida • Environmental
Engineering

YEARS OF EXPERIENCE

Dewberry • 1

Total • 1



Aziza Baan, GISP

PROJECT ASSIGNMENT: HYDRAULIC & HYDROLOGICAL MODELING

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

- **FIRM**
Senior GIS Professional
Dewberry Engineers Inc.
(Dewberry)
- **EDUCATION**
BS • Environmental Science
• Florida Institute of
Technology

Post Graduate Certificate
• Geographic Information
Systems • Penn State
University
- **REGISTRATIONS**
Geographic Information
Systems Professional
- **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 16
- **AFFILIATIONS**
Polk GIS Users Group

Tampa Bay Water - Cypress Creek Master Drainage Project, Pasco County, FL
TYPE: DRAINAGE | SIZE: \$94,000

GIS LEAD—Development of a master drainage plan including a detailed existing and proposed conditions model, to obtain a comprehensive ERP for the 62-acre facility.

Polk County Utilities - Gibson Oak Pipeline, Polk County, FL
TYPE: MODELING | SIZE: \$452,984

GIS LEAD—This project included a plan and profile design of raw and potable water pipelines. Roughly 34,000 LF of pipeline to loop potable water distribution systems and connect off-site water production wells to the treatment facility. The project is currently in the bidding phase with construction administration to follow.

Tampa Bay Westshore Canals and Currituck Canal Dredging, Tampa, FL
TYPE: MODELING | SIZE: \$615,000

GIS LEAD—Prepared draft volumetric cut calculations for proposed dredging along 14 Westshore canals. Produced existing and proposed DEMs highlighting the dredging areas and existing restoration areas for seagrass mitigation. Analyzed data to determine which property parcels will be affected by the proposed dredge.

SWFWMD, Watershed Management Plans, Multiple Counties, FL
TYPE: MODELING | SIZE: \$3.5 Million

GIS LEAD—Worked on numerous WMPs such as Sarasota, Avon Park, Polk City, and Horse Creek. Generated terrains from LiDAR data and drainage basins with the Arc Hydro tool. Developed drainage networks and assisted in hydrographic and hydraulic modeling, as well as floodplain generation and analysis. Developed geodatabases with feature classes that included delineated watersheds, land use, soils, 500-year floodplain, and topographic data. Performed aerial interpretations for mapping of wetlands and other vegetation, land use changes roads, ditches, and stormwater structures. Performed GIS analysis and calculations involving basin delineations, stage areas, soil types, streams, and land use types. Assisted in the support of the FEMA Map Modernization Program.

Phillippi Creek Open Channel Assessment, Sarasota County, FL
TYPE: MODELING | SIZE: \$149,000

GIS LEAD—Responsible for the GIS desktop analysis to help categorize and inventory canal segments that may be suitable for stream restoration to improve water quality, habitat and reduce O&M costs. Responsible for GIS data collection, database management, mapping, and analysis.



Nicole Wright

PROJECT ASSIGNMENT: STAFF ENVIRONMENTAL SCIENTIST

Nicole Wright will assist in performing general environmental assessments including: wetland delineations, land use/vegetative community determinations, protected species surveys, gopher tortoise relocation, eagle nest monitoring and avian data collection. Nicole is proficient in GIS applications and is able to prepare environmental reporting documents and permit packages including graphics using ArcGIS.

FIRM

Environmental Scientist
Dewberry Engineers Inc.
(Dewberry)

EDUCATION

BS • Environmental Studies
• University of Central
Florida

CERTIFICATIONS

Authorized Gopher Tortoise
Agent #GTA-17-00036A
40-Hour HAZWOPER
38-Hour Wetland
Delineation Training
Course – USACE and Florida
Statewide 62-340 Methods
FDEP Qualified Stormwater
Management Inspector

YEARS OF EXPERIENCE

Dewberry • 1
Total • 5

- General Engineering Consultant, CFX, Environmental Scientist
- Ridgewood Lakes, Walton Development and Management, Polk County, FL, Environmental Scientist
- Twin Lakes Development, Jones Homes, Osceola County, FL, Environmental Scientist
- Boggy Creek Road, Osceola County, FL, Environmental Scientist
- Fox Branch Due Diligence and Master Planning, Polk County, FL, Environmental Scientist



Harvey Wheeler

PROJECT ASSIGNMENT: CONSTRUCTABILITY REVIEWER

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

- **FIRM**
Senior Inspector
Dewberry Engineers Inc.
(Dewberry)
 - **EDUCATION**
BS • Environmental Science and Forestry • State University of New York
 - **CERTIFICATIONS**
DEP Stormwater Management Instructor and Inspector
FDEP Stormwater Technical Advisory Committee Member
OSHA Certified Inspector
Top-Level DOD/Government Access Security Clearance
 - **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 25
- Efficient with all aspects of construction management from conceptual to closeout
 - Resolve to complete satisfaction all client queries or complaints
 - Construction experience: residential, commercial and land development
 - Highly efficient at construction plan interpretation and implementation
 - Stormwater system review, design and inspection
 - Strong Environmental Compliance skills
 - Well versed in all aspects of Code Enforcement



William Hinkle, PSM
PROJECT ASSIGNMENT: SURVEY

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

- **FIRM**
Survey Manager
Dewberry Engineers Inc.
(Dewberry)
- **REGISTRATIONS**
Professional Surveyor and
Mapper
- **YEARS OF EXPERIENCE**
Dewberry • 16
Total • 44

City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL
TYPE: WATER SUPPLY | SIZE: \$571,950

Principal Surveyor—The McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.

FDOT District 1, Continuing District Wide Surveying and Mapping Contract, Multiple Counties, FL
TYPE: SURVEY | SIZE: \$1,000,000

Principal Surveyor—This contract consists of various types of design survey projects for the FDOT Traffic Engineering and Operations Department. The projects include topographic surveys for sidewalk, lighting, and intersection improvements. All projects include the determination of the right-of-way lines. There have been 49 executed tasks to date stretching across 10 of the 12 counties in District One. Bill's responsibilities included the estimation of hours, records research, the establishment of the horizontal and vertical control, field crew coordination, the recovery of the existing alignments or establishing the alignment, staking of the alignment and reference points, the topographic survey, the depiction of the right-of-way lines utilizing right-of-way maps, recorded data and found monumentation, and the QA review of the submittals. He supervised processing of the data using CAICE software with final deliverables in MicroStation format.

Florida Power and Light/NextEra Statewide Master Services Agreement, Multiple Counties

TYPE: WATER SUPPLY | SIZE: \$11,707,205

Survey Contract Manager—Since 2000, Dewberry has held a statewide services contract with Florida Power and Light. This contract includes geospatial (LiDAR & photogrammetry), surveying, SUE, civil engineering, planning, and environmental services. Projects include transmission, distribution, power generation, solar farms, substations, and gas pipeline projects.



Martin Vives

PROJECT ASSIGNMENT: DESIGN/CADD

Martin is a CAD designer with 20 years of experience in engineering design with significant expertise in environmental, geotechnical, civil, structural, and some mechanical design for government, commercial and industrial clients. His design works include small to large-scale civil infrastructure, earthen dam structures for tailings disposal and water management, industrial waste management and disposal, capping and liner systems for waste and process water containment facilities, aquatic restoration dredging, site development and civil infrastructure.

Martin produces high quality work including alignments, profiles, sections, grading, volume calculations, 3D modeling for preliminary and final design drawings using Autodesk products like Civil 3d, Plant 3d, Map 3d, and Advance Steel involve as a tool for design production.

Tampa Bay Water Authority, Cypress Creek Facility Master Drainage Plan, Tampa, FL

Staff—Martin worked with the project team updating the Hillsborough County portion of the Cypress Creek watershed model. As a subconsultant to Atkins, Dewberry was responsible for the model updates and model verification. The updated model was verified by re-running the verification event from the previous study. Martin's work resulted is an updated model and geodatabase, sufficient for the County to submit to FEMA as part of the county-wide riverine Flood Insurance Study (FIS) update.

HCSWMM5 Model Updates • HCGWIS Updates • Model Verification • Project Management QA/QC*

Staff—Martin worked on the development of a master drainage plan including a detailed existing and proposed conditions model, to obtain a comprehensive Environmental Resource Permit (ERP) for the 62-acre facility.

Polk Regional Water Cooperative, (PRW) Southwest Lower Floridian Water Production Facility, Polk County, FL*

Lead Modeler—Martin produced the 3D Model of the yard piping design.

Brevard County Natural Resources Department, East Central Channels Maintenance Dredging, & Access Entrance Channels Project, Brevard County, Viera, Florida

Lead Drafter—Martin was responsible for producing the permitting, design, and construction of dredging of channels and the access entrance channels.

City of Naples Streets & Stormwater Department, Lake Restoration 8 & 9, Collier County, Naples, FL*

Lead Drafter— Martin was responsible for producing the permitting, design, and construction of Lakes 8 and 9 for dredging, and plant restoration designs.

Canal # 315 Seagrass Barrier & Air Curtain Construction, Monroe County, Big Pine Key, FL*

Lead Drafter—Martin was responsible for producing the permitting, design, and construction of a Seagrass Barrier and an Air Curtain at Canal 315.

Lake Manatee Dam Repairs, Manatee County Utilities Department, Manatee County, FL*

Support Drafter—Martin was responsible for producing the structural design of concrete steps and rails repairs for Lake Manatee Dam.

Canal # 116 Backfill Restoration, Islamorada Village of Islands, Monroe County, Islamorada, FL*

Lead Drafter—Martin was responsible for producing the permitting, design, and construction of the backfill restoration of Canal 116.

Bridge Replacement Milepost S 768.8, CXS Transportation, Inc., Summer County, Coleman, FL*

Lead Drafter—Martin was responsible for producing the design of wood bridge replacement to Concrete Culverts.

* previous experience

- FIRM**
 Senior Designer
 Dewberry Engineers Inc.
 (Dewberry)
- EDUCATION**
 BA • Plastic Arts-Printmaking
 • University of Puerto Rico

 Additional Training in GIS •
 Plant Design (Plant 3D)
- YEARS OF EXPERIENCE**
 Dewberry • 1
 Total • 20



Kevin Welch

PROJECT ASSIGNMENT: DESIGN/CADD

Kevin has 45 years of experience with municipal and land development projects. He has successfully completed projects from the initial stages of preliminary plan preparation, leading to construction plan preparation and construction management. Experience in the preparation of cost estimation, project management, surveying, and field inspections. Designed and assisted with the stormwater and utility permitting of numerous projects. Specialty includes FDOT State Kit, Hydra-Flow Storm Sewer, Acad Civil 3d, civil site work including all aspects of grading, utility design and coordination, earth work calculations, site plan development, and CAD plan preparation.

- **FIRM**
Lead Technical Support Specialist
Dewberry Engineers Inc. (Dewberry)
- **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 45

Polk County Parks & National Resources, Lake Gwyn Park Design and Engineering Services, Wahneta, FL*

Lead Technical Support Specialist—This park consisted of the development on soccer fields, basketball courts, nature trails and bathroom facilities.

Polk County, Simmers Young Park Phase II & III, Polk County, FL*

Lead Technical Support Specialist—This project was an expansion of an existing facility with seven multi-purpose playing fields and associated amenities. Designed playground area with walking paths, concession area.

Mosaic Fertilizer, LLC, Gilshey Branch Stream Reclamation Design Build, Polk County, FL*

Lead Technical Support Specialist—Designed a 10,000-foot-long wetland flanked stream channel as part of the overall South Fort Meade mine reclamation plan.

City of Groveland, Robert A. Davis Park, City of Groveland, FL*

Lead Technical Support Specialist—Robert A. Davis Park is a 20± acre community recreational facility located in the City of Groveland. Planned facilities include baseball fields, multi-purpose fields, basketball courts, a concession building, playgrounds, walking trails, pavilions, and other site amenities.

Hillsborough County, MU-18 Reclamation Plan, Mosaic Fertilizer, LLC, Hillsborough County, FL*

Lead Technical Support Specialist—Created channel design specifications for a natural stream channel replacement of an eroded natural stream to be impacted by mining activities in Hillsborough County.

City of Fort Mead, Fort Meade Outpost, City of Fort Meade, FL*

Lead Technical Support Specialist—The Fort Meade Outpost is a 466± acre parcel located along the Peace River on the east side of the City of Fort Meade. The project is a recreational vehicle park, equestrian facilities, tourist area, museum, hotel, boat/canoe launches, cabins, primitive camping areas, and other amenities.

Florida Department of Environmental Protection, (FDEP), Hugh Taylor Birch State Park Roadway Widening*

Lead Technical Support Specialist—Hugh Taylor Birch State Park includes a 2± mile one-way loop road with an average width of 11± feet.

Department of Veterans Affairs, South Florida National Cemetery, Lake Worth, FL*

Lead Technical Support Specialist—This project involved modifications to the master planned cemetery to accommodate revised burial vault configurations.

**Previous experience*

Subconsultants

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

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



WETLAND SOLUTIONS, INC (WSI) | ENVIRONMENTAL AND PERMITTING

Wetland Solutions, Inc. (WSI), located in Gainesville, Florida, is an environmental consulting company that is internationally recognized for the design, permitting, and implementation of natural and constructed treatment wetlands for water quality enhancement, wildlife habitat creation, and public use. WSI has extensive experience troubleshooting and optimizing the performance of existing treatment wetland systems. WSI also specializes in the use of innovative monitoring and modeling techniques in the study of aquatic ecosystem structure and function and provides additional environmental consulting services including wetland delineation, wetland mitigation planning and design, and environmental permitting. WSI is certified by the State of Florida (Certificate of Authorization No. 28785) and State of South Carolina (Certificate of Authorization No. 4556) to perform civil engineering services.



ALBRECHT ENGINEERING GROUP, LLC (AEG) | MODELING

Albrecht Engineering Group (AEG) was established in 2018 to support both public and private clients through the complex surface water management and regulatory environment. More specifically, the firm provides a variety of services required to evaluate, plan, and design for restoration of surface water management systems, including GIS data collection, (H&H) analysis, water quality data collection and analysis, pollutant loading modeling, and NPDES, TMDL, and BMAP support. The firm's H&H analysis specialization is well suited for this project to provide the hydrologic/surface water analysis needed to ensure sufficient and effective conveyance, attenuation, and treatment of surface water.



TIERRA, INC. (TIERRA) | GEOTECHNICAL

Tierra, Inc. is a full-service consulting geotechnical, environmental and construction materials testing engineering firm that was formed with the intent of building upon the many years of combined experience of our founding principles. Tierra is committed to providing quality, responsive service, and establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas. Tierra is a Florida Statewide Certified Minority Business Enterprise (MBE).

Tierra's typical geotechnical services have included drilling, field sampling, piezometers and monitoring well installations, laboratory testing, engineering analysis and reporting. Tierra utilizes MicroStation and AutoCAD for site maps and roadway drawing plan sheets and is fully integrated with GPS and GIS mapping for self locating field borings and sample locations.



- **FIRM**
Senior Engineer
Wetland Solutions, Inc
- **EDUCATION**
ME• Environmental
Engineering • University of
Florida

Graduate Wetlands
Certificate • University of
Florida

BS• Environmental
Engineering, University of
Florida
- **REGISTRATIONS**
PE • FL • No. 54040

PWS • No. 3080

Certified Stormwater
Management Inspector • No.
31267
- **YEARS OF EXPERIENCE**
WSII• 20

Total •29

CHRIS KELLER, PE

PROJECT ASSIGNMENT: ENVIRONMENTAL & PERMITTING **WETLAND SOLUTIONS INC.**

Chris is experienced in water resources engineering, water quality and biological monitoring, water quality treatment, and environmental permitting. Mr. Keller has particular expertise in treatment wetlands design, performance optimization, water regime and hydrologic analysis, and data interpretation.

C-43 Water Quality Enhancement Project, SFWMD, Labelle, FL

Mr. Keller served as the natural treatment systems subject matter expert for an evaluation of alternative technologies to polish water that will be discharged from the C-43 West Basin Storage Reservoir. The project team screened a variety of chemical, physical, and biological treatment technologies to assess their technical feasibility and cost-effectiveness in reducing TN, TP, and TSS concentrations in the reservoir discharge. The team developed detailed conceptual plans for 5 alternatives including combinations of sand filtration, alum treatment, hybrid wetlands, bioadsorptive media beds, and conventional treatment wetlands.

Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project, Gainesville Regional Utilities, Gainesville, FL

Mr. Keller provided engineering design assistance and water quality performance modeling for the 125-acre Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project in Gainesville, FL. Project elements include in-line trash and sediment removal facilities, three constructed wetland cells to cleanse a combined flow of stormwater runoff and reclaimed water, and a distribution channel to spread water across a mile-wide portion of Paynes Prairie. He led wetland planting plan development and planting oversight during construction; provided required system reporting for compliance and water quality/quantity treatment estimates based on field-collected monitoring data; and worked on mitigation data collection to support United States Army Corps of Engineers wetland permitting.

Mitchell Lake Treatment Feasibility Study, San Antonio Water System, San Antonio, TX

Mr. Keller evaluated alternative treatment technologies to reduce nutrient and suspended solids loads that discharge from a hyper-eutrophic lake in San Antonio, TX. The first phase of the project included evaluating existing water and sediment quality data, characterizing external and internal nutrient loading, and estimating the tropic state response to reduced future loading scenarios. Evaluated treatment alternatives included sediment removal, sediment capping, sediment inactivation, sonication, and chemical or biological treatment of the water column.

Lake Apopka Marsh Flow-Way Optimization, SJRWMD

Mr. Keller collaborated on the identification and evaluation of structural, physical, and operational modifications to enhance water quality treatment for the 700-acre Apopka Marsh Flow-Way, which treats highly eutrophic surface water from Lake Apopka. After modeling these alternatives, he prepared water quality performance estimates for the proposed modifications to determine the most cost-effective alternative for future implementation.

Middle St. Johns River Water Quality and Restoration Engineering Design Services, SJRWMD

Mr. Keller provided senior engineering support for concept development, water quality performance estimates, and cost estimates for a project to develop conceptual designs for wetland-based treatment systems for the Econlockhatchee River and Lake Jesup. Both conceptual plans included evaluations of enhanced phosphorus removal techniques and use of submerged aquatic vegetation (SAV) for wetland polishing.



Scott Knight, PE

**PROJECT ASSIGNMENT: ENVIRONMENTAL & PERMITTING
WETLAND SOLUTIONS**

Scott is a water resources engineer with experience in the fields of environmental and water resources engineering both in consulting and municipal government. His environmental work experience includes biological assessments, water quality sampling, and water quality modeling. His water resources experience includes hydrologic and hydraulic modeling, stream flow measurement, and consumptive use modeling.

■ **FIRM**
Senior Engineer
Wetland Solutions, Inc

■ **EDUCATION**
PhD • Environmental
Engineering and Sciences •
University of Florida

ME Environmental
Engineering • University of
Florida

BS • Environmental
Engineering • University of
Florida

■ **REGISTRATIONS**
PE • FL • No. 72207

Qualified Stormwater
Management Inspector •
No. 31268

■ **YEARS OF EXPERIENCE**
WSI • 13

Total • 30

McIntosh Park Integrated Master Plan, City of Plant City, Plant City, FL

Scott provided support for concept development, water quality performance estimates, and cost estimates for a project to expand the existing McIntosh Enhanced Stormwater Treatment Wetland to include reclaimed water and increased stormwater treatment and recharge. Scott developed the conceptual layout for over 100 acres of additional treatment wetlands at the project site. Scott led wetland delineation and permitting coordination for the project, including the development of functional assessment scores using the Unified Mitigation Assessment Method (UMAM). Scott has continued to work as a project engineer for design review as the project has advanced from 30% to 90%.

Bivens Arm Nature Park Conceptual Marsh Restoration Plan, City of Gainesville, FL

Scott worked as a project engineer on a conceptual restoration plan for the Bivens Arm Nature Park in Gainesville. This project evaluated restoration of three historic marshes that were impacted by channelization of East Tumbler Creek. Components of this project included wetland evaluation, engineering survey, HEC-RAS modeling, and conceptual restoration plans for the onsite wetland features. Conceptual restoration plans were developed for the wetland features through a combination of sediment removal, vegetation control and planting, and hydrologic modification using in-stream ditch blocks and overflow structures. This project included cost estimation for each of the proposed restoration projects. The project is currently in the design and permitting phase.

Regional Alternative Water Supply Feasibility Study, SRWMD, Levy County, FL

Scott served as project manager for a study evaluating alternative water supplies for Bronson, Otter Creek, Cedar Key, and unincorporated areas of Levy County. This study considered viable water supplies, water quality, flows, and treatment requirements. This project also considered wastewater treatment and disposal options. This project involved public engagement with town/city officials and included a public meeting for residents in unincorporated areas of Levy County.

Ichetucknee Springs Water Quality Improvement Project, City of Lake City, Lake City, FL

Scott served as a project engineer for design review and led planting oversight during construction. Scott developed a sampling plan and led collection of water quality samples for nutrients, water levels in the wetland cells, and data evaluation for the wetland. Sampling has continued for the project since construction to document system performance and guide operations. This effort has also included development and maintenance of a site water balance to determine the volume of water treated and to estimate mass removal of nitrogen and phosphorus for the wetland. Scott also continues to assist the City with operational recommendations for both water delivery and vegetation management.



Kevin Albrecht, PE

PROJECT ASSIGNMENT: MODELING

ALBRECHT ENGINEERING GROUP, LLC

Kevin brings over 16 years of civil engineering experience, primarily focused on the management of water resource and environmental systems and infrastructure development, including flood protection, hydrologic restoration, and surface water treatment. His experience includes planning, designing, and permitting a variety of projects for both public and private sector clients throughout Florida, including over 20 watershed and lake management plans. He is well-versed in all aspects of hydrologic, hydraulic, and water quality modeling and monitoring, surface water improvements, permitting, and GIS mapping and analysis.

FIRM

Senior Engineer
Albrecht Engineering Group,
LLC (AEG)

EDUCATION

BS • Civil Engineering

REGISTRATIONS

PE • FL • No. 74709

YEARS OF EXPERIENCE

AEG • 5

Total • 16

SWFWMD, Peace Creek Watershed Management Plan, Polk County, FL, Senior Engineer

Responsible for supporting the development of a watershed management plan for the 238 square-mile watershed located in central Polk County. Specific technical tasks included desktop watershed evaluation, field survey of critical hydraulic features, ArcHydro automated watershed delineations, GIS watershed database development and data management, ICPRv3 model parameterization, regulatory floodplain delineation, and hydrologic evaluation of potential changes to the operational protocol for the Winter Haven Chain of Lakes outfall structures to optimize storage capacity and maintain minimum flows and levels.

Lake Annie Wetland Restoration Feasibility Analysis, Polk County, FL, Senior Engineer

Responsible for the development of an integrated surface water/groundwater model (ICPR v4) to evaluate the construction of a treatment wetland system to augment water levels in Lake Annie and improve water quality in Peace Creek. The Hydrologic and Hydraulic, (H&H) model simulated 20 years of historic rainfall to evaluate the potential impacts and benefits of the proposed concepts.

McIntosh Park Wetland Restoration, Plant City, FL, Senior Engineer

Responsible for the development of an integrated surface water/groundwater model (ICPR v4) to design and evaluate a proposed 200-acre wetland treatment system. The ICPR model was developed by converting an 8,500-acre portion of the existing Hillsborough River watershed SWMM model and incorporating the 2-D groundwater and evapotranspiration components. The ICPR model was used to simulate 3 years of Nexrad rainfall data (wet, dry, and average years) as well as the range of SWFWMD design storm simulations to evaluate the potential impacts and benefits of the project.

City of Mulberry/SWFWMD, Mulberry Watershed Management Plan, Polk County, FL, Project Manager/Senior Engineer

Responsible for the development of a comprehensive watershed management plan for the 20.6 square mile watershed located in western Polk County. Specific technical tasks included desktop watershed evaluation; field survey of hydraulic elements; ArcHydro automated watershed delineations; GIS watershed database development and data management; ICPRv3 parameterization; and floodplain delineation.



Joseph Antinori PE

PROJECT ASSIGNMENT: GEOTECHNICAL SERVICES

TIERRA

Mr. Antinori has worked in the field of Geotechnical Engineering for over fourteen years. As an employee of Tierra, Mr. Antinori has completed roadway and bridge projects for Hillsborough County as well as other municipalities in the area. In addition, he has completed projects for private clients, which included residential, commercial and industrial sites. His experience includes soil improvements, shallow and deep foundation analyses, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation. Joseph brings design-level geotechnical engineering skills with specialized experience in shallow and deep foundation engineering, in-situ soil improvement, retaining wall system design, roadway soil survey and bridge foundation studies, slope stability, settlement evaluations, seismograph monitoring and vibration analysis.

- **FIRM**
Geotechnical Engineer
Tierra
- **EDUCATION**
BS • Civil Engineering •
University of South Florida
- **REGISTRATIONS**
PE • FL • No. 73176
- **YEARS OF EXPERIENCE**
Tierra • 14
Total • 14

Relevant Project Experience providing Geotechnical Services

- Peace Creek Watershed Improvements, Polk County
- Edward Medard Reservoir Toe Drain Design, Hillsborough County
- Edward Medard Reservoir Earthen Dam Inspection, Hillsborough County
- Lake Wales SWFWMD BMP Implementation, Polk County
- City of Clearwater: Byram Drive Channel Stormwater Improvements
- Terra Ceia Preserve Phase 2 Habitat Restoration, Manatee County
- North Dale Mabry Wetland Restoration, Hillsborough County

Additional Project Experience providing Geotechnical Services

- City of Tampa: David L. Tippin Water Treatment Facility High Service Pump Station and Misc. Improvements
- City of Tampa: 12" Force Main from Harbour Island Pump Station
- City of Tampa: O' Brian Street Pond Sites
- City of St. Petersburg: Pass-a-Grille Seawall and Fishing Pier
- City of St. Petersburg: 1st and 2nd Street South Mast Arm Signal Poles
- City of St. Petersburg: Southwest Water Reclamation Facility Pump Station
- City of St. Petersburg: Lake Tarpon Outfall Improvements
- City of Plant City: SR 39 Designated Right Turn Lanes
- City of Clearwater: Del Oro Park Improvements
- City of Tarpon Springs: Brick Street Improvements
- City of North Port: Chamberlain Boulevard Pedestrian Bridge
- George Road at Memorial Highway Intersection Improvements, Hillsborough County
- Platt Street Bridge over the Hillsborough River Rehabilitation, Hillsborough County
- Maydell Drive Bridge Replacement over Palm River, Hillsborough County
- Maydell Drive Bridge Replacement PD&E, Hillsborough County
- Blount Road Drainage Improvements, Cross Drain Replacement, Hillsborough County



www.dewberry.com

RFP#23-372

P.E. SERVICES FOR CIRCLE B BAR RESERVE (FEMA)

Tab #4 Interaction with County and Regulatory Agency Staff

JUNE 21, 2023



ELECTRONIC

SUBMITTED BY

Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

SUBMITTED TO

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

INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

Dewberry has had the opportunity to serve Polk County since 2001. **Our firm history, commitment to protect the County's water resources, and holistic understanding of Polk County's programs are unmatched.** We have worked on, hydrologically modeled, reviewed, master planned, designed, or assisted in the design of the entire water cycle throughout the County. This long history and our commitment to outstanding service has allowed Dewberry to develop a reputation for reliability with Polk County staff.

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

Robert Beltran, Amy Tracy, and Jeff PeQueen have developed relationships with FDEP, FDOT, and all WMDs throughout the State. Dewberry's understanding of the NPDES, NNC, MFLs, Stressed Lakes, Southern Water Use Caution Area, CFWI, Polk County Health Department, and FDEP programs provide the team the ability to understand regulatory issues and the technical nuances to provide Polk County well designed and permittable solutions. Examples of these include the coordination with the PRWC on the WUP as the Lake Annie Augmentation project considered the downstream user impacts and identified a project approach that would not infringe on the system needs nor existing legal users.

In addition to these relationships, Dewberry has extensive working, procedural knowledge of SWFWMD. **Robert Beltran, PE**, the former Executive Director at SWFWMD, and **Alba Mas, PE**, the former Regulatory Division Director, have pervasive knowledge and contacts through SWFWMD and will leverage that influence on the Circle B Bar Reserve as Engineer. Alba worked for 30 years at SWFWMD in the Regulatory division starting in the ERP program and culminating as the Division Director for all the District Regulatory programs. Additionally, **Amy Tracy** served at FDEP and understands the inner workings of those agencies' multiple regulatory policies. She brings expertise in water Quality, permitting (NPDES, NPDES MS4, ERP), facilitation, conflict resolution, public engagement & outreach and funding planning (Grants, legislative appropriations, SRF, WIFIA). **Stephanie Marsh, CFM** has 30 years of experience with FEMA programs and is a Certified Floodplain Manager. Experienced with Public Assistance and National Flood Insurance programs, she has on-the-ground first-hand knowledge of how local communities' recover from Disaster. She has worked to closeout grants for 24+ Disasters with States and FEMA. We have added **Pam Bell, PE**, to serve as the project accountant. Working with FEMA funding requires the specialized experience that Pam has from several years serving as a Public Officer and Public Assistance Coordinator. **Kevin Albrecht, PE** of Albrecht Engineering Group, LLC (AEG) has 16 years experience planning, designing, and permitting a variety of projects for both public and private sector clients throughout Florida, including over 20 watershed and lake management plans. He along with **Chris Keller, PE** and **Scott Knight, PhD, PE**, of Wetland Solutions, Inc. are currently working with Dewberry and Polk County Parks and Natural Resources and understand the challenges of this project.

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

2,000+
EMPLOYEES

>55
LOCATIONS
nationwide

\$602.7
MILLION
in 2022 revenue

65+
YEARS
helping clients build
and shape communities

 **Dewberry** www.dewberry.com

RFP#23-372

P.E. SERVICES FOR CIRCLE B BAR RESERVE (FEMA)

Tab #5 Timely Completion of Projects

JUNE 21, 2023



ELECTRONIC

SUBMITTED BY

Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

SUBMITTED TO

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

TIMELY COMPLETION OF PROJECTS

Timely Completion of Projects

A review of Dewberry's current commitments indicates we have more than enough staff available to support Polk County on your parks and natural systems infrastructure improvement projects. With over 300 staff members in Florida, Dewberry can address all the tasks outlined in this solicitation in accordance with Polk County's requirements. In the past, our team has collaborated with PNR and PCU to confirm that the County always receives the highest and most efficient level of service we have to offer. We're proud of our commitment to agreed-upon schedules and have a project history with Polk County of successfully delivering value-added projects with a compressed schedule. **In fact, over 85% of our work is from repeat clients, a testament to our budget and schedule performance.**

For example, the Audubon Feasibility Assessment was completed with SWFWMD cost-share schedule commitments. **Even though the project kick-off was delayed due to factors outside of the County's control, our team, in collaboration with PNR, met an extremely compressed schedule to develop three conceptual alternatives to achieve environmental benefits.** The team leveraged technology and partnered to fly drone Lidar with excellent results to overcome unforeseen challenges with on-the-ground conditions differing from a previous study completed 20 years prior. In conjunction with field work, the Saddle Creek/Audubon project team developed cost feasible opportunities and met the needs of the cost share agreement. The end result included successfully leveraging the SWFWMD cost-share funding because the Dewberry team provided the County with an updated spatial, hydrological, and ICPR4 model in a timely manner. In addition, our understanding of the challenges within segments of the Saddle Creek basin helped our team identify project opportunities and expediently address the needs of the hydrological system through designing conceptual alternatives for natural systems restoration to achieve water quality improvements.

The Lake Annie Augmentation Feasibility Assessment was also completed on time under an accelerated schedule and successfully included coordination with local stakeholders. Dewberry and Polk PNR created a highly inclusive project approach that leveraged all stakeholders' skill sets and kept the SWFWMD fully engaged throughout the entire life cycle of the project to identify and refine two conceptual alternatives that provided a multitude of environmental benefits, including a significant improvement in nutrient loading and water quality.

Organization and Management

We will utilize our proven management principles developed on similar projects to provide continued successes for Polk County to ensure we can return Circle B Bar Reserve facilities to at or better than its

"pre-hurricane" condition. We accurately monitor workload levels by maintaining up-to-date production minutes, schedules, and staff hour load spreadsheets that are updated at progress and production meetings. Our management plan includes the designation of a management team to lead, plan, and coordinate the activities of our staff, effectively and proactively communicate with stakeholders, manage subconsultants, and implement our QA/QC Program.

The Dewberry team is organized to provide the full range of design services and technical expertise that Polk County needs for this project. **Our Senior PM, Amy Tracy**, who also successfully managed the **Saddle Creek/Audubon, Peace Creek Watershed, and the Lake Annie Augmentation Feasibility assessment for Polk County**, and is currently managing more Polk County projects will have access to that same suite of outstanding project engineers, environmental scientists, technical experts, and support resources as needed to fulfill all assignments on time. The Dewberry team's management policies focus on client service and effective communications.



Organizational Structure

Our organizational structure is aligned with our approach to successfully serve as an extension to the County supporting the implementation of the project deliverables. This structure will allow prompt and cost-effective communication and coordination with PCU staff, project team members, other consultants, and local agencies.

Management Plan

Our approach to project management is founded on principles of strong communication that focus on responding to the client's needs and relaying information between all project participants. We believe that communication and coordination are vital to the success of all projects. We recognize the need to work closely with Polk County to help the project team members successfully organize and complete all assignments

on time. There is no substitute for clear, open lines of communication and strong relationships with Polk County staff, stakeholders, and subconsultants. We reliably dedicate our team to building and maintaining relationships throughout the contract. Our management plan will continue to be multi-faceted, combining “old school” methods with the latest technology. Bi-weekly in-house team meetings and regular correspondence will be used to communicate project status, monitor progress, and identify action items to deliver project tasks and risks to schedule, budget, or fatal design flaws.



Communication Tools

Face-to-Face Meetings

To the greatest extent possible, face-to-face meetings will be held with Polk County staff and the stakeholders throughout the project duration. Kaylene Wheeler, will personally meet with Polk County staff at the County offices on an as-needed basis. If needed, virtual meetings with County staff will be held as we have done on previous Polk County projects. With key staff located in Lakeland and central Florida, our team will conduct regular meetings for quick and concise exchange of information. This staff will similarly be available to meet with the County staff in person when needed.

SharePoint Content Management Website

We are proposing to utilize a SharePoint website, an online communication and collaboration portal, to facilitate the transmission of documents and the engagement of stakeholders from a project management perspective. This website will be used to store project management-related documents, plans, design criteria, study reports, planning documents, as well as meeting minute notes, status reports, action item tracking documents, and key deliverables.

Technology Management Tools

In addition to SharePoint, there are a variety of other technology-based tools that will be used to facilitate the collaboration and sense of partnership by all participants. By leveraging these tools, we will be able to achieve seamless coordination and collaboration, while simultaneously mitigating potential project management risks.

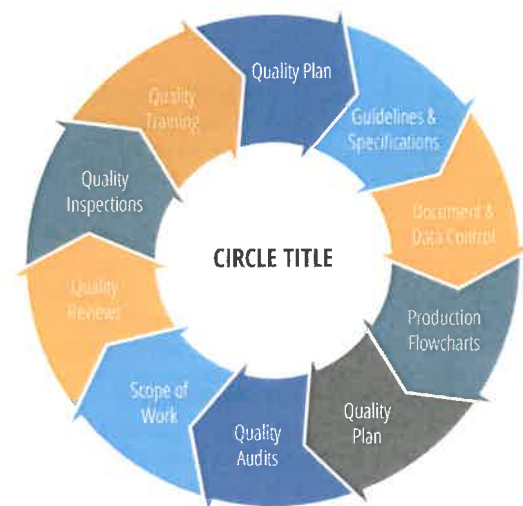
Support Staff Management

Our management team will have direct access to our technical professionals’ resource pool. The direct access approach results in cost-effective and efficient use of staff. Many of the personnel shown on the organizational chart will support our full-time project team members part-time. This approach will also allow Dewberry to utilize the right team member appropriately.

Subconsultant Management

As each of our subconsultants provides specific expertise to the team, effective management of the subconsultants is important to maintain the schedule and achieve the overall goals of the project. Key elements of our subconsultant management approach includes:

- Dewberry’s Project Manager, Kaylene Wheeler will schedule kick-off meetings to define prime/subconsultant roles and responsibilities
- Daily coordination, or as needed, with subconsultant personnel and/or management
- Formal reviews and scheduled reporting of subconsultant produced work and personnel work performance
- Accountability - our subconsultants were selected based on our past working relationships and are aware of our expectations to deliver on or ahead of schedule





www.dewberry.com

RFP#23-372

P.E. SERVICES FOR CIRCLE B BAR RESERVE (FEMA)

Tab #6 Surveys of Past Performance

JUNE 21, 2023



ELECTRONIC

SUBMITTED BY

Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

SUBMITTED TO

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

SURVEY OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

To: Lynn Spivey (Name of Person completing survey)

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

Phone Number: 813.757.9190 Email: lspivey@plantcity.gov

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: McIntosh Park Integrated Water Management Plan

Name of Consultant being surveyed:

Dewberry Engineers Inc.

Cost of Services: Original Cost: \$609,350.00 Ending Cost: _____

Contract Start Date: 4/20/2020 Contract End Date: _____

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

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

Printed Name of Evaluator Lynn Spivey

Signature of Evaluator: *Lynn C. Spivey*

Please fax or email the completed survey to: Debbie Menges, dmenges@dewberry.com

Survey Questionnaire – Polk County

RFP 22-065, Professional Engineering Services for Stormwater Infrastructure Improvement Projects – Parks & Natural Resources

To: Greg Knothe (Name of Person completing survey)

Polk County Parks & Natural Resources (Name of Client Company/Consultant)

Phone Number: 863.534.7377 Email: GregKnothe@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Lake Annie Feasibility Study

Name of Consultant being surveyed:

Dewberry | Hydro

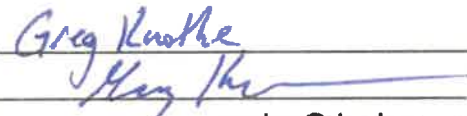
Cost of Services: Original Cost: \$267,518.00 Ending Cost: Ongoing

Contract Start Date: 02/24/2021 Contract End Date: Ongoing

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

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

Printed Name of Evaluator Greg Knothe

Signature of Evaluator: 

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

Survey Questionnaire – Polk County

RFP 22-065, Professional Engineering Services for Stormwater Infrastructure Improvement Projects – Parks & Natural Resources

To: Greg Knothe (Name of Person completing survey)
Polk County Parks & Natural Resources (Name of Client Company/Consultant)
 Phone Number: 863.534.7377 Email: GregKnothe@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Saddle Creek/Audubon Tract Restoration Project

Name of Consultant being surveyed:

Dewberry | Hydro

Cost of Services: Original Cost: \$266,858.00 Ending Cost: \$232,024.63

Contract Start Date: 09/05/2019 Contract End Date: 01/31/2020

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

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

Printed Name of Evaluator Greg Knothe

Signature of Evaluator: 

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

Survey Questionnaire – Polk County
RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

To: Liam O'Keefe, Hagerty Project Executive (Name of Person completing survey)
Hagerty Consulting, Inc. (Name of Client Company/Consultant)

Phone Number: 914-837-6362 Email: Liam.Keefe@hagertyconsulting.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: California Governor's Office of Emergency Services (Cal OES) Surge Capacity Staffing

Name of Consultant being surveyed: _____ Dewberry

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

Contract Start Date: June 10, 2023 Contract End Date: Ongoing

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

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

Printed Name of Evaluator Liam O'Keefe

Signature of Evaluator *Liam O'Keefe*

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

Survey Questionnaire – Polk County

RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

To: Eric DeHaven (Name of Person completing survey)

Polk Regional Water Cooperative (PRWC) (Name of Client Company/Consultant)

Phone Number: 813.323.7061 Email: ericdehaven@prwcwater.org

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: PRWC Combined Project Implementation - Phase 1

Name of Consultant being surveyed:

Dewberry Engineers Inc.


Cost of Services: Original Cost: \$3,418,918.00 Ending Cost: \$3,373,101.67

Contract Start Date: December 2017 Contract End Date: December 2019

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

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

Printed Name of Evaluator Eric DeHaven

Signature of Evaluator: 

Please fax or email the completed survey to: Debbie Menges, dmenges@dewberry.com

Survey Questionnaire – Polk County

RFP 23-372, P.E. Services for Circle B Bar Reserve (FEMA)

To: Gaye Sharpe (Name of Person completing survey)

Polk County Parks and Natural Resources (Name of Client Company/Consultant)

Phone Number: 863.534.7377 Email: gayesharpe@polk-county.net

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: FX Bar Ranch (Three Phases - Phase 1 (2017), Phase 2 (2018-2019) Phase 3 (2019)

Name of Consultant being surveyed:

Dewberry Engineers Inc.

Cost of Services: Original Cost: See below Ending Cost: See below

Contract Start Date: See below Contract End Date: See below

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

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

Printed Name of Evaluator Gaye Sharpe, Director

Signature of Evaluator: 

Please fax or email the completed survey to: Debbie Menges, dmenges@dewberry.com

Phase 1 - Ending Cost: \$23,015 Start Date: October 2017 End Date: December 2017

Phase 2 - Original Cost: \$26,390 Ending Cost: \$24,648 Start Date: December 2018 End Date: January

2019 Phase 3 - Original Cost: \$25,944 Ending Cost: \$25,504 Start Date: June 2019 End Date: August 2

 **Dewberry** | www.dewberry.com

Exhibit "Aiii" -
Scope of Services

Company Name and Address: Dewberry Engineers, Inc., 1479 Town Center Drive, Suite D214, Lakeland, FL 33803

Date: October 2023

Project Name: Polk County Natural Resources Circle B Bar Reserve FEMA Project

A. PROJECT BACKGROUND AND DESCRIPTION

Named after a cattle ranch that once existed on this property, Circle B Bar Reserve was jointly acquired by the Polk County Environmental Lands Program and the Southwest Florida Water Management District (SWFWMD) to protect the floodplain of Lake Hancock and to restore the Banana Creek marsh system. The property is maintained by Polk County. Much of the property had previously been converted to pasture, but in 2005 and 2006, restoration projects were completed to restore much of the original hydrologic function of the lands.

Polk County Parks and Natural Resources (PNR) is requesting professional engineering services for technical, engineering, and scientific services to assist with the design, permitting and construction to repair damages to the site following Hurricane Ian at the Circle B Bar Reserve. The goal of the County is to restore the site to pre-storm conditions or better. This includes repairs to the berms built in the early 1900's, as well as drainage structures along the existing trail system.

Restoring the site to Pre-Hurricane Ian conditions will ensure the continued improvements to water quality by allowing the Banana Creek Marsh system of Circle B Bar Reserve to function properly. In addition, the scope includes creating a design that could enhance the function of the wetland treatment system, and the treatment of water into Lake Hancock, which flows into the Peace River.

Dewberry will provide all deliverables in a form, suitable for bidding and construction including digital copies of all data and deliverables, in both PDF and ArcGIS shapefiles when appropriate, to include but not limited to the professional engineering services further detailed within the scope of services for this project. The expected result is to have fully developed design and construction plans with all permitting in place to construct said needs and a set of bid packages for construction services, that meets all FEMA requirements.

B. SCOPE OF SERVICES

Upon authorization to proceed from the COUNTY, the CONSULTANT will provide the following identified services.

PHASE 100 - PROJECT MANAGEMENT, FEMA COORDINATION & MEETINGS

Task 101: Project Management

This task consists of overall management of the project including contract administration, budget management, invoicing, monthly status reports, project scheduling, and coordination. This task also includes project status meetings and periodic updates as may be requested by the County.

Task 102: FEMA Coordination and Meetings

Assist the County with the implementing and preparing documents as needed for compliance with FEMA requirements for reimbursement. This task also includes general assistance to the County in

preparing appropriate submittals to FEMA, responding to requests to additional data, and status meetings with FEMA throughout the project.

PHASE 200 – INVESTIGATION AND ENGINEERING STUDY

Task 201: Assessment/Verification of Pre-Hurricane Conditions

The CONSULTANT shall review available information to develop an understanding of the pre-Hurricane conditions at the Project site. Materials for review include:

- Search of Regulatory Permit Portals to determine any available permit data or plans reflecting pre-hurricane conditions
- Photographs including ground level and aerial (recent and historical);
- Materials prepared by Circle B Bar staff to document conditions;
- GIS coverages of topography, soils, land cover, hydrology (streams, basin boundaries, WBIDs), real estate parcels, stormwater facilities, roads, and utilities;
- Hydrologic data (United States Geological Survey (USGS), SWFWMD etc.);

Task 202: Field Data Collection

CONSULTANT will conduct field data collection to supplement or update existing data. Data will be gathered to establish current conditions but also to try to document the pre-hurricane conditions of the site. Work includes the verification of surface water flow patterns, flow path cross sections and invert elevations as necessary for the model parameters and the development of proposed improvement plans. CONSULTANT will coordinate with the survey subconsultant to collect ground truthing data to refine Lidar survey data. Specific survey data of the berms and drainage structures in question will be gathered to understand the profile of the berms, water flow, and general condition of the project site. Survey tasks also include structure confirmation, as necessary and a Special Purpose Survey to establish a partial Boundary Survey where ownership may be in question. This will not include a complete Boundary Survey of the entire Circle B Bar property. CONSULTANT will coordinate with subconsultant Wetland Solutions on the collection of wetland flags or other information they may establish so that the data may be included in the survey data. Geotechnical data will be gathered as required to support the proposed berm repairs and structure repairs. The CONSULTANT will collaborate with geotechnical subconsultant for all augers and borings.

Task 203: Existing (Post-Hurricane) Conditions Assessment

The CONSULTANT shall review available information to develop an understanding of the pre-Hurricane conditions at the Project site. Materials for review include:

- Photographs including ground level and aerial (recent and historical);
- Materials prepared by Circle B Bar staff to document conditions;
- GIS coverages of topography, soils, land cover, hydrology (streams, basin boundaries, WBIDs), real estate parcels, stormwater facilities, roads, and utilities;
- Hydrologic data (United States Geological Survey (USGS), SWFWMD etc.);

Task 204: Hydrologic Modeling

CONSULTANT will coordinate with subconsultant Albrecht Engineers to develop hydrologic and hydraulic models (H&H), using ICPR v4 software, to establish the surface water systems hydraulic and flood protection capacity to reflect the system currently and prior to the recent hurricane damage. We will use the latest watershed model data developed by the SWFWMD for the Lake Hancock drainage basin, as a foundation for this analysis. The Lake Hancock model data will be further refined within the project area to add additional detail and incorporate data collected as part of this project. The model refinements will use readily available desktop data (lidar topography and permitted as-built plans) as well as any data provided by the COUNTY. The refined model will be used to simulate a range of

SWFWMD design storm simulations (2.33, 10, 25, and 100-year/24-hour) to establish peak stages and flow rates within the property. This task will run concurrently with Tasks 201, 202 and 203.

CONSULTANT will coordinate with Albrecht Engineers to use the H&H models to analyze proposed, conceptual improvement options to help mitigate damage from flooding. The range of design storms will be simulated for each concept and the results will be compared to the existing conditions analysis to identify potential adverse impacts and quantify flood protection improvements. The results of this task will be summarized in a technical memorandum.

CONSULTANT will coordinate with Albrecht Engineers to work with COUNTY to develop the H&H analysis based on various design level plans. This task assumes analysis conducted for 30%, 60%, 90%, and 100% design phases. The range of design storms will be simulated at each design phase and the results will be compared between the pre-hurricane and proposed restored conditions analysis to identify levels of service and verify no inadvertent potential adverse impacts.

CONSULTANT will coordinate with Albrecht Engineers to prepare a stormwater calculations report which will outline the methods and results of the design level analysis. The report will be signed and sealed by a Florida Licensed Professional Engineer and will be submitted with the Environmental Resource Permit (ERP) Application. CONSULTANT will coordinate with Albrecht Engineers to update the H&H analysis and stormwater calculations report to respond to subsequent Requests for Additional Information (RAI) comments.

Task 205: Interim Technical Memorandum

Upon completion of the data assessment CONSULTANT will prepare and provide a summary memorandum summarizing the work done to this point by comparing and contrasting the pre-hurricane and post-hurricane conditions. Memorandum will include conceptual solutions for the differences to be addressed during remainder of the project.

PHASE 300 – ENGINEERING DESIGN

Task 301: Environmental and Stormwater Design

CONSULTANT will design proposed site improvements to restore damaged areas of the site to pre-Hurricane conditions. The design of these improvements will incorporate the H&H modelling as well as the survey and geotechnical data gathered throughout the site to provide a permittable and cost-effective solution. The wetlands and other onsite environmental details will be addressed in the proposed design improvements. It is anticipated that the design will follow 30%, 60%, 90%, and 100% design phases with appropriate meetings, plans and technical memorandums as necessary at each phase.

Task 302: Construction Plan Development

The CONSULTANT will review any plans already available as well as any additional data the COUNTY supplies and will develop new construction plans to detail the proposed improvements. Topographic and any Special Purpose survey to be prepared under Phase 100 will be the basis of all of the plan sheets. The plans will accompany the permit applications and will facilitate the proposed construction. Plans will be provided at 30%, 60%, 90%, and 100% design phases.

Task 303: 60% and Final Reports

CONSULTANT will prepare a report summarizing the work accomplished at the 60% and 100% design phases. The reports will include the existing conditions analysis, a summary of modeling efforts, a summary of the proposed improvements, Engineer's Opinion of Probable Construction Cost (EOPCC) for the proposed solution, and a summary of anticipated permitting issues and activities. The primary difference between the two (2) reports will be that the 60% report will reflect the status at the

time of permit application submittal and the 100% report will reflect any changes required during the regulatory review process to get to the final design. Deliverables will be provided in electronic (PDF) format.

PHASE 400 –PERMITTING

Task 401: NEPA Permitting - The CONSULTANT shall assist the CLIENT with preparing documentation to comply with the National Environmental Policy Act (NEPA). The expected Class of Action for this Project is a Type 2 Categorical Exclusion (CE). The CONSULTANT shall summarize the results of analysis of environmental resources that were completed by the CONSULTANT under this scope and include summaries of other supporting studies performed by others (e.g., archaeological, and cultural resources) for and concurrent with this project within the Type 2 CE Checklist. A separate summary report is not anticipated and not included. The CONSULTANT shall:

Task 402: ERP and SECTION 404 Permitting – It is expected that the work will require both Environmental Resource Permit (ERP) permits and Section 404 permitting through the Florida Department of Environmental Protection (FDEP). The CONSULTANT will determine the extent of wetlands and surface waters within the project area, document them on the construction plans, and coordinate their permitting implications through regulatory agencies as required. CONSULTANT and subconsultants will perform a Biological Site Assessment (Habitat and Listed Species), delineate all wetlands and surface water limits within the project area, accompany SWFWMD, FDEP and other regulatory personnel for necessary site verifications, prepare, submit, and coordinate ERP application materials and respond to questions from the permitting agencies. As part of the applications, drainage calculations will be prepared to accompany the proposed berm and drainage structure improvements and construction plans.

PHASE 500 – Construction Phase Engineering Services

Task 501: Bid Services - Limited supplemental technical specifications will be provided. Dewberry will assist the County with preparing the bid Document package and with reviewing the submittals and answering bidder questions and will attend the pre-bid meetings as requested.

Task 502: Construction Support and Construction Engineering Services (CEI) Services - Provide construction support services to address contractor questions and generally to support the County during construction. Dewberry will also provide onsite construction observations, construction management, construction inspection, construction progress meetings, coordinate as-built surveys (to be provided by the contractor), final certifications, permit compliance monitoring and review pay requests. For this proposal, we are assuming a twelve (12) month construction period and propose two (2) 4-hour site visits on a weekly basis during the construction. The number of visits and length of construction are subject to change as the project advances.

Deliverables - The CONSULTANT shall prepare and submit to the COUNTY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
Task 101	Project Management	Monthly Report
Task 102	FEMA Coordination	Appropriate documentation as needed
Task 201	Assessment/Verification of Pre-Hurricane Conditions	Will be included in monthly report as applicable

Task 202	Field Data Collection	Geotechnical Report; Surveys; Preliminary Wetland/Environmental Findings Memorandum
Task 203	Existing (Post-Hurricane) Conditions Assessment	Will be included in monthly report as applicable
Task 204	Hydrologic Modeling	Technical report and graphs as needed
Task 205	Interim Technical Memorandum	Interim Technical Memorandum Document Summarizing Differences Between Pre and Post-Hurricane Conditions
Task 301	Environmental and Stormwater Design	H&H Report
Task 302	Construction Plan Development	Construction Plans at 30, 60, 90, and 100% Design Phases
Task 303	60% and Final Reports	Report at 60% and 100% Design Phases
Task 401	NEPA Permitting	NEPA Permit Materials
Task 402	ERP and Section 404 Permitting	Permit Applications
Task 501	Bid Services	Technical specifications and Answering Questions as needed
Task 502	Construction Support and Construction Engineering Services (CEI) Services	Construction observation reports.

Assumptions:

- COUNTY will furnish consultant with readily available reports, studies, and data pertinent to CONSULTANT's services.
- COUNTY will provide one representative to coordinate, schedule, and receive comments and information related to Project.
- CONSULTANT made assumption the COUNTY will return all comments and any deliverable reviews within 7 calendar days to meet expedited schedule.
- COUNTY will pay all SWFWMD and FDEP application fees.
- COUNTY will pay all mitigation costs, should the unexpected happen and wetland mitigation be required
- CONSULTANT budgeted for twelve (12) month construction services. Should construction exceed the expected twelve-month period, additional funds will be requested to continue providing the construction services.

Term:

CONSULTANT will proceed with the services identified in this AGREEMENT immediately upon receipt of an executed copy of this AGREEMENT and a formal Notice-to-Proceed (NTP) from the COUNTY. An updated electronic version of the Project schedule in Microsoft Project will be provided to the COUNTY within 10 working days from the issuance of the NTP.

Price:

This SCOPE of Services establishes a time and materials price and shall perform the services for the not-to-exceed amount of \$1,445,122.17. The COUNTY shall be invoiced monthly on a percent complete basis.



Exhibit "B" - Fee Schedule
 Polk County Natural Resources
 Circle B Bar Reserve FEMA
 Dewberry Staff

		Total Dewberry														Total									
Phase/Task	Task Description	PIC	Sr. Project Manager	Project Manager	Sr. Tech Prof III	Sr Tech Prof IV	QA/QC-Sr Tech IV	Professional II	Professional III	Admin III	Professional II	CADD Mgr	Designer/C ADD Operator	Total Hours	Wetland Solutions Wetland Delineations-UMAM- ERP- Planting Plan- Forensic Ecology	Albrecht	Enviro	Arch	Survey	Geotech	Total Subs	Dewberry & Subs	Direct Costs	Grand Total	
		3.00	\$ 105.49	\$ 80.94	\$ 48.27	\$ 72.35	\$ 85.70	\$ 85.70	\$ 38.46	\$ 45.48	\$ 27.76	\$ 60.00	\$ 64.90	\$ 22.85	By Task										
		\$ 316.47	\$ 242.82	\$ 144.81	\$ 217.05	\$ 257.10	\$ 257.10	\$ 115.38	\$ 136.44	\$ 83.28	\$ 180.00	\$ 194.70	\$ 68.55												
Phase 100	Project Management, FEMA Coordination and Meetings	16	201	508	216	225	0	40	0	200	40	0	0	1446	\$ 260,635.32	\$ 99,700.00	\$ -	\$ 64,696.32	\$ 150,000.00	\$ 200,000.00	\$ 33,000.00	\$ 547,396.32	\$ 808,031.64	\$ 5,000.00	\$ 813,031.64
Task 101	Project Management	8	104	300	8	50				200				670	\$ 102,475.44	\$ 99,700.00	\$ 64,696.32	\$ 150,000.00	\$ 200,000.00	\$ 33,000.00	\$ 547,396.32	\$ 649,871.76	\$ 5,000.00	\$ 654,871.76	
Task 102	FEMA Coordination and Meetings	8	97	208	208	175		40			40			776	\$ 158,159.88						\$ -	\$ 158,159.88		\$ 158,159.88	
Phase 200	Investigation and Engineering Study	0	71	137	52	230	0	244	88	0	0	8	0	830	\$ 149,215.83	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ 204,215.83	\$ -	\$ 204,215.83	
Task 201	Assessment of Pre-Hurricane Conditions		4	20	16	90		80	24					234	\$ 42,984.24						\$ -	\$ 42,984.24	\$ -	\$ 42,984.24	
Task 202	Field Data Collection		4	42		40		60	16			8		170	\$ 28,000.74						\$ -	\$ 28,000.74	\$ -	\$ 28,000.74	
Task 203	Assessment of Post-Hurricane Conditions		4	20	16	60		80	24					204	\$ 35,271.24						\$ -	\$ 35,271.24	\$ -	\$ 35,271.24	
Task 204	Hydrologic Modeling		24	10		16								50	\$ 11,389.38	\$ -	\$ 55,000.00				\$ -	\$ 66,389.38	\$ -	\$ 66,389.38	
Task 205	Technical Memorandum		35	45	20	24		24	24					172	\$ 31,570.23						\$ -	\$ 31,570.23	\$ -	\$ 31,570.23	
Phase 300	Engineering Design	0	42	44	30	330	140	320	32	0	0	184	340	1462	\$ 244,338.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244,338.06	\$ -	\$ 244,338.06	
Task 301	Environmental and Stormwater Design		22	10	2	100	40	120					24	318	\$ 61,736.64						\$ -	\$ 61,736.64	\$ -	\$ 61,736.64	
Task 302	Construction Plan Development		4	10	8	120	40	120					60	120	\$ 79,045.38						\$ -	\$ 79,045.38	\$ -	\$ 79,045.38	
Task 303	60% and Final Reports		16	24	20	110	60	80	32				100	220	\$ 103,556.04						\$ -	\$ 103,556.04	\$ -	\$ 103,556.04	
Phase 400	Permitting	0	48	16	8	88	24	80	56	0	40	24	0	384	\$ 73,247.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,247.76	\$ -	\$ 73,247.76	
Task 401	NEPA Permitting		24	8	8	8	4		32					124	\$ 23,373.84						\$ -	\$ 23,373.84	\$ -	\$ 23,373.84	
Task 402	ERP and Section 404 Permitting		24	8		80	20	80	24				24	260	\$ 49,873.92						\$ -	\$ 49,873.92	\$ -	\$ 49,873.92	
Phase 500	Construction Phase Engineering Services	0	22	28	80	76	8	432	0	0	0	48	40	734	\$ 110,288.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,288.88	\$ -	\$ 110,288.88	
Task 501	Bid Services		14	8		24	8	16					24	94	\$ 19,304.04						\$ -	\$ 19,304.04	\$ -	\$ 19,304.04	
Task 502	Construction Support and Construction Engineering Services (CEI) Services		8	20	80	52		416					24	40	\$ 90,984.84						\$ -	\$ 90,984.84	\$ -	\$ 90,984.84	
Subtotal		16	384	733	386	949	172	1116	176	200	80	264	380	4856	\$837,725.85	\$99,700.00	\$55,000.00	\$64,696.32	\$150,000.00	\$200,000.00	\$33,000.00	\$602,396.32	\$1,440,122.17	\$5,000.00	\$1,445,122.17
Grand Total																								\$1,445,122.17	Total

Fran McAskill
Director
Procurement Division



330 West Church Street
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Fax: (863) 534-6789
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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. **Reproduction Cost**

	Single Side	Double Sided
A. Regular Copying		
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy		\$10.00/page

2. **Subcontractor Services** Actual Costs

3. **Special Consultants** Actual costs

4. **Computer Services** Non-reimbursable

5. **Travel Expenses** In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.

6. **Postage, Fed Express, UPS** Actual Costs

7. **Pre-approved Equipment** Actual Costs
(includes purchase and rental of equipment used in project)