

PROFESSIONAL SERVICE AGREEMENT

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 Johnson, Mirmiran & Thompson, Inc. (the “Consultant”) a Maryland corporation, headquartered at 2000 E 11th Avenue, Suite 300, Tampa, FL 33605 whose Federal Employer Identification Number is 52-0963531.

WHEREAS, the County requires certain construction engineering and inspection services in connection with the Maine Avenue sidewalk project; and,

WHEREAS, the County has solicited for these services via RFP 25-417, 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 #25-417, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Scope of Service (collectively, (i) (ii), and (iii) are “RFP 25-417”), 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 \$397,003.00 stated in Exhibit "B" Fee Schedule, which is attached hereto and made a 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 Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880

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 requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in 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, 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 and the State of Florida, Department of Transportation 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 \$500,000 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 Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

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

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 Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880
Attention: Director

For Consultant:

Johnson, Mirmiran & Thompson, Inc.
2000 E. 11th Avenue, Suite 300
Tampa, FL 33605
Attention: Steven Haines

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 Maryland 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: Steven Haines

Name: Lee Watts

Name: Luke Brolmann

Name: Wesley Kraft

Name: Ubaldo Rodriguez

Name: Richard Dovey

Name: Dennis Glalah-Winson

Name: Lauren Paquette

Name: Sergio Quevedo

Name: William Gibson

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).

33.0 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.

34.0 Unauthorized Alien(s)

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

35.0 Local Agency program Federal-Aid Terms for Professional Services Contracts (See attached Appendix I).

36.0 In accordance with Section 558.0035 of the FL Statutes, and to the fullest extent permitted by law, county and consultant acknowledge and agree that an individual employee or agent shall not be held individually liable for damages resulting from negligence for professional services occurring during the course and within the scope 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: _____
Martha Santiago, Ed. D.
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Myra Miller 4/14/2026
County Attorney's Office Date

ATTEST:

Johnson, Mirmiran & Thompson, Inc
a Maryland corporation

By: Robin Hernandez
ROBIN HERNANDEZ
PRINT NAME

By: Sergio Quevedo
SERGIO QUEVEDO
PRINT NAME

VICE PRESIDENT
TITLE

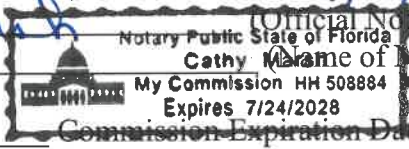
SENIOR VICE PRESIDENT
TITLE

Date: 04/21/2026

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 Hillsborough
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4/21*/26 (Date) by Sergio Quevedo (Name of officer or agent) as Senior Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 4/21/26 (Date) Cathy Marsh (Official Notary Signature and Notary Seal) Cathy Marsh (Name of Notary typed, printed or stamped) Commission Number HH 508884 Commission Expiration Date 7/24/28



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 _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP ___-___, _____

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

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

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

Company Name: JOHNSON, MIRMIRAN & THOMPSON, INC.

Signature: [Handwritten Signature]

Title: SENIOR VICE PRESIDENT

Date: 04/21/2026

State of: Florida

County of: Hillsborough

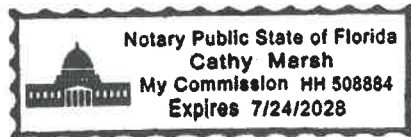
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of April, 2026 by Sergio Quaredo (name) as Senior Vice President (title of officer) of Johnson, Mirmiran & Thompson, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name of Notary Public: Cathy Marsh

Notary Commission Number and Expiration: HH508884 - 7/24/28

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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


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

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

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

Further Affiant sayeth naught.

JOHNSON, MIRMIRAN & THOMPSON, INC.
NONGOVERNMENTAL ENTITY


SIGNATURE

SERGIO QUEVEDO
PRINT NAME

SENIOR VICE PRESIDENT
TITLE

04/21/2026
DATE



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

Detail by Entity Name

Foreign Profit Corporation

JOHNSON, MIRMIRAN & THOMPSON, INC.

Filing Information

Document Number	P05237
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Date Filed	03/07/1985
State	MD
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/16/2005
Event Effective Date	NONE

Principal Address

2000 e 11th avenue
suite 300
tampa, FL 33605

Changed: 05/03/2022

Mailing Address

2000 e 11th avenue
suite 300
tampa, FL 33605

Changed: 05/03/2022

Registered Agent Name & Address

QUEVEDO, SERGIO
2000 E 11TH AVENUE - STE. 300
TAMPA, FL 33605

Name Changed: 07/13/2021

Address Changed: 07/13/2021

Officer/Director Detail

Name & Address

Title EVP/ Chairman of the Board of Directors

SMULOVITZ, RICHARD
40 WIGHT AVE
HUNT VALLEY, MD 21030

Title VP, Board Member

Kemp, Donald E, Jr.
40 Wight Avenue
Hunt Valley, MD 21030

Title VP

Watts, Lee A, III
615 Crescent Executive Court
Suite 106
Lake Mary, FL 32746

Title SVP, Secretary

Osborne III, James R
40 Wight Avenue
Hunt Valley, MD 21030

Title President, Board Member

Blair, Michael J
40 Wight Avenue
Hunt Valley, MD 21030

Title EVP, Board Member, COO

Natale, Matthew C
40 Wight Avenue
Hunt Valley, MD 21030

Title VP

Quevedo, Sergio C
2000 E. 11th Avenue
Suite 300
Tampa, FL 33605

Title VP

Hahn, Jason
615 Crescent Executive Court
Suite 106
Lake Mary, FL 32746

Title Senior Vice President, Asst. Secretary

Strizki, Brian J
1200 Lenox Drive
Suite 101
Trenton, NJ 08648

Title VP

Madden, Eric G
40 Wight Avenue
Hunt Valley, MD 21030

Title Board Member

Moeller, John
40 Wight Avenue
Hunt Valley, MD 21030

Title VP

Haines, Steven E
3731 Oleander Avenue
Suite 108
Fort Pierce, FL 34982

Title VP

Tellechea, Luis A
400 Colonial Center Parkway
Suite 100
Lake Mary, FL 32746

Title SVP, Board Member

Eells, Irene
501 Office Center Drive
401
Fort Washington, PA 19034

Title SVP, Board Member

Jameson, Jill
40 Wight Avenue
Hunt Valley, MD 21030

Title EVP, Board Member

Coyne, David J
40 Wight Avenue
Hunt Valley, MD 21030

Title Board Member

Shortess, Richard
40 Wight Avenue
Hunt Valley, MD 21030

Title Board Member

Paniati, Jeff
40 Wight Avenue
Hunt Valley, MD 21030

Title SVP, Board Member

Roberson, Chadwick S.
40 Wight Avenue
Hunt Valley, MD 21030

Title SVP, Board Member

Stickles, Charles Brian
272 Bendix Road
Suite 260
Virginia Beach, VA 23452

Annual Reports

Report Year	Filed Date
2025	01/06/2025
2025	08/04/2025
2026	01/08/2026

Document Images

01/08/2026 -- ANNUAL REPORT	View image in PDF format
08/04/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2025 -- ANNUAL REPORT	View image in PDF format
01/16/2024 -- ANNUAL REPORT	View image in PDF format
02/01/2023 -- ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
07/13/2021 -- Reg. Agent Change	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
08/06/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
07/11/2018 -- Reg. Agent Change	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
07/13/2016 -- AMENDED ANNUAL REPORT	View image in PDF format

02/17/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
01/07/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/12/2010 -- ANNUAL REPORT	View image in PDF format
01/23/2009 -- ANNUAL REPORT	View image in PDF format
01/31/2008 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
09/15/2006 -- ANNUAL REPORT	View image in PDF format
08/16/2005 -- Name Change	View image in PDF format
02/04/2005 -- ANNUAL REPORT	View image in PDF format
02/10/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format
02/08/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format
03/13/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
03/06/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

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 vendor's responsibility to verify if addenda have been issued.

RFP Number & Title: 25-417, Construction Engineering & Inspection (CEI) Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Description: Provide CEI services for the Maine Avenue Safe Route to School project.

Receiving Period: Wednesday, September 10, 2025, prior to 2:00 p.m.

Bid Opening: Wednesday, September 10, 2025, 2:00 p.m.

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

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, August 25, 2025, by 4:00pm.**

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

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 vendor's responsibility to verify if addenda have been issued.

RFP Number: 25-417

RFP Title: Construction Engineering & Inspection (CEI) Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

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: _____

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	25-417
RFP Title	CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way
Due Date/Time:	September 10, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

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 kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 25-417 Tab 1"

"RFP 25-417 Tab 2"

"RFP 25-417 Tab 3"

"RFP 25-417 Tab 4"

"RFP 25-417 Tab 5"

"RFP 25-417 Tab 6"

"RFP 25-417 Tab 7"

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

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

POLK COUNTY
Procurement Division
Fran McAskill

Procurement Director

REQUEST FOR PROPOSAL 25-417

Construction Engineering & Inspection (CEI) Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Sealed proposals will be received in the Procurement Division, **Wednesday, September 10, 2025, prior to 2:00p.m.**

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

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

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

Questions regarding this RFP must be in writing and must be sent to Ken Brush, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, August 25, 2025, 4:00 p.m.

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

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

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

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional engineering services for the "Maine Avenue", the Project.

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 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.

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

Only firms that are qualified pursuant to law and that have been prequalified by Florida Department of Transportation (FDOT) to perform the following indicated types of work will be considered responsive.

Work Types: 10.1 Roadway CEI

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

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

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future RFP's.

BACKGROUND/PURPOSE

FDOT LAP Project

Polk County has applied for and has been granted Local Agency Program funding. The Maine Avenue Safe Route to School project includes a 5-foot to 6-foot wide ADA compliant concrete sidewalk and crosswalks along the south side of Maine Avenue, limited areas of curb and gutter and retaining walls, and minor improvements to the existing drainage system. The overall project length is approximately 0.9 miles.

This project is a Local Agency Program (LAP) funded by FDOT.

The project will meet all ADA and FDOT Standards.

SCOPE OF SERVICES

The scope of work is expected to include, but may not be limited to, construction contract administration, inspection services, monitoring the contractor's quality control process, coordinating and facilitating the County's quality assurance process, coordinating and facilitating the County's quality verification process (when required). The scope of work also includes coordinating the utility relocation efforts prior to and during construction.

Services provided by the Consultant shall comply with all aspects of the County's Local Agency Program Agreement with the Florida Department of Transportation identified as FPID #446294-1-68-01.

PROJECT SCHEDULE

- 7/24/25 - Solicitation Date
- 9/10/25 - Solicitation Opening
- 9/24/25 - First Committee Meeting
- 10/8/25 - Committee Scoring Meeting
- 10/22/25 - Committee Interviews
- 11/18/25 - Recommendation of Award to Board - Authorize Negotiations
- 11/19/25 to 12/19/25 - Negotiation Period
- 1/2/26 - Draft Contract to FDOT for Approval
- 1/20/26 - Contract approved by Board

*This is dependent on FDOTs review and approval times.

AGREEMENT

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

The term of this agreement is estimated to be completed in one (1) year, or upon delivery of FDOT approved plans, specifications and bid documents. 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) For purposes of identifying this project, please state the following at the top of your Executive Summary:
“CEI Services for Maine Avenue Safe Route to School / FDOT # 446294-1-68-01”
- b) Company name, contact name, telephone number, and email address.
- c) State the number of years in business, as the same company/firm.
- 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) Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE) and copy of DBE Certification.

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project. (Maximum of 1 page)
- 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. (Maximum of 1 page)
- Briefly describe firm’s experience in coordinating and facilitating utility relocations on similar projects. (Maximum of 1 page)

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

- Please include a project schedule beginning with field review and ending with final plans and specifications. The projected Notice to Proceed (NTP) date is January 5, 2026. (Maximum of 1 page)

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) projects performed within the past ten (10) years as the primer firm performing the CEI services for road construction projects of similar size and scope. **(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. Start date, 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 of 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, contractor claim, and insufficient plans and specifications.
 - i. Indicate if project was a LAP project.
- 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 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:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Tab 4 – Interaction with County and Regulatory Agency Staff (10 Points)

- Provide description of how CEI staff will work with contractor to minimize claims for time and money. Identify specific strategies that the CEI firm has used on previous projects, such as weekly progress meetings, frequent phone and email conversations with contractor, etc. (Limit response to one (1) page)

Tab 5 – Timely Completion of Projects (10 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

Tab 7 – Additional Forms and Documentation

Proposers should provide the following completed forms or documentation with their Proposal. Forms can be found at the end of this RFP.

- Affidavit Certification Immigration Laws
- Employment Eligibility Verification (E-Verify) Certification
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if applicable #375-030-034)

NOTE: FDOT forms are available at the following website:
<https://www.fdot.gov/programmanagement/lap/forms/lapforms.shtm>

BID OPENING

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

Selection Process

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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)	<u>10</u> points
Subtotal Points	10 points

by the process stated under each corresponding Tab description as set forth on Pages 43-56.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:

• Approach to Project (Tab 2)	35 Points
• Experience, Expertise, (Tab 3) Personnel and Technical Resources	35 Points
• Interaction w/ County & Regulatory (Tab 4) Agencies	10 points
• Timely Completion of Projects (Tab 5)	<u>10</u> points
Subtotal Points	90 points

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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

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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 criterion, provided information that could not be understood, or did not provide the information for a given category as requested.

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

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

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

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

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(6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee 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
- Past performance
- Willingness to meet time and budget requirements
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

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

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In the event of a tie bids, bids may be awarded to one of the bidders based on any of the following criteria listed below, or as otherwise directed by the Procurement Director to comply with all of the provisions of the procurement ordinance.

- Availability or completion period;
- Service availability;
- Previous vendors record by the vendors on similar projects or requirements;

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Roads and Drainages, 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 FDOT and 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 Procurement Division will provide copy of the Agreement executed by the Successful Proposer to FDOT to review for Federal and FDOT compliance. If, after review, FDOT determines the Agreement is in compliance they will notify the Procurement Division, and the Negotiation Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. If, after FDOT determines the Agreement is not in compliance they will notify the Procurement Division of changes that need to be made to 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 or 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 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, and the State of Florida, Department of Transportation 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	\$200,000
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:

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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; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; 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 extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of , relating to, or resulting from negligent or wrongful acts(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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

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to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

For this FDOT assisted contract, Polk County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 10.65% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports Consultant's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>.

TITLE VI NONDISCRIMINATION POLICY STATEMENT – During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Consultant, with regard to the work performed by it

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during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-Consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for sub Consultants, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential sub Consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.
4. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the Contract until the Consultant complies, or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
 - c. a determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this bid
6. Incorporation of Provisions: The Consultant shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or

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directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration 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 subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

TRUTH IN NEGOTIATION

Pursuant to Section 287.055(5)(a), Florida Statutes, the agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the

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professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

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, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which 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 ninety (90) 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.**

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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 <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

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 vendor 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 firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to

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

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

LIMITATIONS

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

INVOICING AND PAYMENT: Invoices are paid in accordance with Florida Statutes 218.70 Chapter 218 "Local Government Prompt Payment Act". The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, Proposers Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the

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County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

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

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

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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**

RECORD RETENTION: Records are to be retained by the County and the Vendor for a minimum of five (5) years from the date of final payment.

EVALUATION OF PERFORMANCE: The County project manager will complete a performance evaluation on the Successful Proposer upon completion of the scope of services described in this RFP.

ALLOWABLE COSTS: A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this contract.

TERMINATION: 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, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

1. Immediately discontinue all affected Services unless the notice directs otherwise, and
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.
3. 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.
4. The rights and remedies of the County provided are in addition and supplemental to any and all other rights and remedies provided by law or under this agreement.

CONFLICT OF INTEREST: In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his

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employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Cooperation with the Inspector General: In accordance with F.S. 20.055(5) the Successful Proposer will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Miscellaneous: No member, officer or employee of the County or of the locality during his tenure of for 2 years thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

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**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: _____

DBA/Fictitious Name (if applicable): _____

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.**

TIN #: _____

(Street No or PO Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization:

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

State of Incorporation _____

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

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**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 firm 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 or institution that the work was performed for (i.e. Hillsborough School District, City of Lakeland, Lake 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 (CEI Services for X Project)
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

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.

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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 the name of the Consultant being surveyed.
4. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6.
5. 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.

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Survey Questionnaire – Polk County

To: _____
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: _____

Email: _____

Subject: Past Performance Survey of:

(Project Name)

Consultant Name: _____
(Name of firm being surveyed)

Cost of Services: _____ Date Complete: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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: _____

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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.:

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

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

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

Company Name: _____

Signature Title Date

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by _____

who has produced (Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

PROJECT NAME: _____

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

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

LOCAL GOVERNMENT PROMPT PAYMENT ACT

- 218.70 Popular name.
- 218.71 Purpose and policy.
- 218.72 Definitions.
- 218.73 Timely payment for non-construction services.
- 218.735 Timely payment for purchases of construction services.
- 218.74 Procedures for calculation of payment due dates.
- 218.75 Mandatory interest.
- 218.76 Improper payment request or invoice; resolution of disputes.
- 218.77 Payment by federal funds.
- 218.78 Report of interest.
- 218.79 Repeal of conflicting laws.
- 218.80 Public Bid Disclosure Act.
- 218.70 Popular name.** --This part may be cited as the "Local Government Prompt Payment Act."

History. --s. 4, ch. 89-297; s. 1, ch. 2005-230.

218.71 Purpose and policy. --

(1) The purpose of this part is:

(a) To provide for prompt payments by local governmental entities and their institutions and agencies.

(b) To provide for interest payments on late payments made by local governmental entities and their institutions and agencies.

(c) To provide for a dispute resolution process for payment of obligations.

(2) It is the policy of this state that payment for all purchases by local governmental entities be made in a timely manner.

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History. --s. 4, ch. 89-297.

218.72 Definitions. --As used in this part:

(1) "Proper invoice" means an invoice which conforms with all statutory requirements and with all requirements that have been specified by the local governmental entity to which the invoice is submitted.

(2) "Local governmental entity" means a county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.

(3) "County" means a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

(4) "Municipality" means a municipality created pursuant to general or special law and metropolitan and consolidated governments as provided in s. 6(e) and (f), Art. VIII of the State Constitution.

(5) "Purchase" means the purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by a local governmental entity.

(6) "Vendor" means any person who sells goods or services, sells or leases personal property, or leases real property directly to a local governmental entity. The term includes any person who provides waste hauling services to residents or businesses located within the boundaries of a local government pursuant to a contract or local ordinance.

(7) "Construction services" means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

(8) "Payment request" means a request for payment for construction services which conforms with all statutory requirements and with all requirements specified by the local governmental entity to which the payment request is submitted.

(9) "Agent" means project architect, project engineer, or any other agency or person acting on behalf of the local governmental entity.

(10) "Contractor" or "provider of construction services" means any person who contracts directly with a local governmental entity to provide construction services.

History. --s. 4, ch. 89-297; s. 1, ch. 95-331; s. 1, ch. 2001-169; s. 2, ch. 2005-230.

218.73 Timely payment for non-construction services. --The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

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- (1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
- (2) If a proper invoice is not received by the local governmental entity, the date:
 - (a) On which delivery of personal property is accepted by the local governmental entity;
 - (b) On which services are completed;
 - (c) On which the rental period begins; or
 - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.

History. --s. 4, ch. 89-297; s. 2, ch. 95-331; s. 2, ch. 2001-169.

218.735 Timely payment for purchases of construction services. --

- (1) The due date for payment for the purchase of construction services by a local governmental entity is determined as follows:
 - (a) If an agent must approve the payment request or invoice prior to the payment request or invoice being submitted to the local governmental entity, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).
 - (b) If an agent need not approve the payment request or invoice which is submitted by the contractor, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).
- (2) The local governmental entity may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- (3) If a payment request or an invoice is rejected under subsection (2) and the contractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the local governmental entity, the corrected payment request or invoice must be paid or rejected on the later of:
 - (a) Ten business days after the date the corrected payment request or invoice is stamped as received as provided in s. 218.74(1); or
 - (b) If the governing body is required by ordinance, charter, or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the governing body held after the corrected payment request or invoice is stamped as received as provided in s. 218.74(1).

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(4) If a dispute between the local governmental entity and the contractor cannot be resolved by the procedure in subsection (3), the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract or in any applicable ordinance. In the absence of a prescribed procedure, the dispute must be resolved by the procedure specified in s. 218.76(2).

(5) If a local governmental entity disputes a portion of a payment request or an invoice, the undisputed portion shall be paid timely, in accordance with subsection (1).

(6) When a contractor receives payment from a local governmental entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. When a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. Nothing herein shall prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

(7)(a) Each contract for construction services between a local governmental entity and a contractor must provide for the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the local governmental entity. The contract must specify the process for the development of the list, including responsibilities of the local governmental entity and the contractor in developing and reviewing the list and a reasonable time for developing the list, as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or

2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

(b) If the contract between the local governmental entity and the contractor relates to the purchase of construction services on more than one building or structure, or involves a multiphased project, the contract must provide for the development of a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project within the time limitations provided in paragraph (a).

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(c) The failure to include any corrective work or pending items not yet completed on the list developed pursuant to this subsection does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract.

(d) Upon completion of all items on the list, the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

(e) All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of the contractor as defined by the contract.

(f) Warranty items may not affect the final payment of retainage as provided in this section or as provided in the contract between the contractor and its subcontractors and suppliers.

(g) Retainage may not be held by a local governmental entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a local governmental entity or a contractor for a project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the local governmental entity's or contractor's insurance provider.

(h) If a local governmental entity fails to comply with its responsibilities to develop the list required under paragraph (a) or paragraph (b), as defined in the contract, within the time limitations provided in paragraph (a), the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. The local governmental entity need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the local governmental entity in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if paragraph (8)(f) applies.

(8)(a) With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

(b) After 50-percent completion of the construction services purchased pursuant to the contract, the local governmental entity must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the contractor. For purposes of this subsection, the term "50-percent completion" has the meaning set forth in the contract between the local governmental entity and the contractor or, if not defined in the contract, the point at which the local governmental entity has expended 50 percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. However, notwithstanding this subsection, a municipality having a population of 25,000 or fewer, or a county having a population of 100,000 or fewer, may withhold retainage in an amount not exceeding 10

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percent of each progress payment made to the contractor until final completion and acceptance of the project by the local governmental entity.

(c) After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the contractor's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the contractor's ability to rely on other safeguards. The contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the contractor may not request the release of such retained funds from the local governmental entity.

(d) After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may present to the local governmental entity a payment request for up to one-half of the retainage held by the local governmental entity. The local governmental entity shall promptly make payment to the contractor, unless the local governmental entity has grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the local governmental entity makes payment of retainage to the contractor under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

(e) This section does not prohibit a local governmental entity from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

(f) This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

(g) The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

(h) Paragraphs (a)-(d) do not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

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(i) This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

(9) All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

History. --s. 3, ch. 95-331; s. 3, ch. 2001-169; s. 3, ch. 2005-230.

218.74 Procedures for calculation of payment due dates.--

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

History. --s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

218.75 Mandatory interest. --No contract between a local governmental entity and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under this part.

History. --s. 4, ch. 89-297; s. 5, ch. 2001-169.

218.76 Improper payment request or invoice; resolution of disputes. --

(1) In any case in which an improper payment request or invoice is submitted by a vendor, the local governmental entity shall, within 10 days after the improper payment request or invoice is

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received by it, notify the vendor that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper.

(2) In the event a dispute occurs between a vendor and a local governmental entity concerning payment of a payment request or an invoice, such disagreement shall be finally determined by the local governmental entity as provided in this section. Each local governmental entity shall establish a dispute resolution procedure to be followed by the local governmental entity in cases of such disputes. Such procedure shall provide that proceedings to resolve the dispute shall be commenced not later than 45 days after the date on which the payment request or proper invoice was received by the local governmental entity and shall be concluded by final decision of the local governmental entity not later than 60 days after the date on which the payment request or proper invoice was received by the local governmental entity. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, then interest charges shall begin to accrue 15 days after the local governmental entity's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

(3) In an action to recover amounts due under ss. 218.70-218.80, the court shall award court costs and reasonable attorney's fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the nonprevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party's claim to those amounts.

History. --s. 4, ch. 89-297; s. 6, ch. 2001-169; s. 34, ch. 2002-1.

218.77 Payment by federal funds. --A local governmental entity which intends to pay for a purchase with federal funds shall not make such purchase without reasonable assurance that federal funds to cover the cost thereof will be received. Where payment or the time of payment is contingent on receipt of federal funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

History. --s. 4, ch. 89-297.

218.78 Report of interest. --If the total amount of interest paid during the preceding fiscal year exceeds \$250, each local governmental entity shall, during December of each year, report to the board of county commissioners or the municipal governing body the number of interest payments made by it during the preceding fiscal year and the total amount of such payments made under this part.

History. --s. 4, ch. 89-297; s. 5, ch. 95-331.

218.79 Repeal of conflicting laws. --All laws and parts of laws in conflict with this part are repealed.

History. --s. 4, ch. 89-297.

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218.80 Public Bid Disclosure Act. --

(1) This section may be cited as the "Public Bid Disclosure Act."

(2) It is the intent of the Legislature that a local governmental entity shall disclose all of the local governmental entity's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other request for proposal, unless such permits or fees are disclosed in the bidding documents or other request for proposal for the project at the time the project was let for bid. It is further the intent of the Legislature to prohibit local governments from halting construction to collect any undisclosed permits or fees which were not disclosed or included in the bidding documents or other request for proposal for the project at the time the project was let for bid.

(3) Bidding documents or other request for proposal issued for bids by a local governmental entity, or any public contract entered into between a local governmental entity and a contractor shall disclose each permit or fee which the contractor will have to pay before or during construction and shall include the dollar amount or the percentage method or the unit method of all permits or fees which may be required by the local government as a part of the contract. If the request for proposal does not require the response to include a final fixed price, the local governmental entity is not required to disclose any fees or assessments in the request for proposal. However, at least 10 days prior to requiring the contractor to submit a final fixed price for the project, the local governmental entity shall make the disclosures required in this section. Any of the local governmental entity's permits or fees which are not disclosed in the bidding documents, other request for proposal, or a contract between a local government and a contractor shall not be assessed or collected after the contract is let. No local government shall halt construction under any public contract or delay completion of the contract in order to collect any permits or fees which were not provided for or specified in the bidding documents, other request for proposal, or the contract.

(4) This section does not require disclosure in the bidding documents of any permits or fees imposed as a result of a change order or a modification to the contract. The local government shall disclose all permits or fees imposed as a result of a change order or a modification to the contract prior to the date the contractor is required to submit a price for the change order or modification.

History. --s. 1, ch. 93-76.

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. **Prompt Payment of and Return of Retainage to Subconsultants:** The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

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- Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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

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

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

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

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

- W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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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 who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- X. Buy America: 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 per 2 CFR part 200.322.

"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.

"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.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBE's**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

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DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: eeoforms@dot.state.fl.us.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

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PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
09/24

Project Description(s): _____

Financial Project Number(s): _____

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
09/24

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Terrorism Sectors) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/governance/global-governance-mandates>

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", 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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/25

Is this form applicable to your firm?
 YES NO
 If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ Assistance Listing Number (ALN), if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PROFESSIONAL SERVICE AGREEMENT

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 _____ (the “Consultant”) a _____, headquartered at _____, whose Federal Employer Identification Number is _____.

WHEREAS, the County requires certain professional services in connection with the _____; and,

WHEREAS, the County has solicited for these services via RFP _____, 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 # _____, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Scope of Work _____ (collectively, (i) (ii), and (iii) are “RFP _____”), 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

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not to exceed amount of \$ _____ stated in Exhibit "A-III" Compensation, which is attached hereto and made a 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 Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880

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.

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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 requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in 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

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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,

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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

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of , relating to, or resulting from negligent or wrongful acts(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

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 and the State of Florida, Department of Transportation 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

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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

provided herein.

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

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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 Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880
Attention: Director

For Consultant:

Attention: _____

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

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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 _____ that is duly organized and existing in good standing under the laws of the State of _____ 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

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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.

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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: _____

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).

33.0 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.

34.0 Unauthorized Alien(s)

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

35.0 Local Agency program Federal-Aid Terms for Professional Services Contracts (See attached Appendix I).

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

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

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 _____

RFP 25-417, CEI Services for Maine Avenue Safe Route to School
AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP ___-___, _____

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-417, Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

FPID #446294-1-68-01

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

Contained within this addendum: questions and answers

To obtain a copy of the project plans please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "RFP 25-417, CEI for Maine Ave Sidewalk.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 25-417,
Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way
Addendum #1(Continued)**

Question 1: Do we need to provide a sample construction schedule?

Answer: No need to provide a sample construction schedule.

Question 2: Can we utilize surveys from past Polk County pursuits?

Answer: Yes, if the scope of services is similar and the questions being asked on the survey are the same.

Question 3: If we provide surveys from five clients, will you be taking the average of all five responses?

Answer: Yes. Please see Tab 6 of the RFP documents on page 10 for the scoring rubric of the surveys. Please note that the projects identified under Tab 3 should be accompanied by a survey under Tab 6.

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

Question 4: Is information available about the Class of this LAP project (e.g., A,B,C,D)?

Answer: LAP Project Classification: D

Question 5: Can the County provide the estimated duration of the CEI contract and budget, as well as the Engineer's Detailed Construction Cost Estimate?

Answer: Estimated Construction Duration is 255 days. Construction estimate is \$3,100,293.

Question 6: Is the CEI responsible for providing geotechnical and community outreach services?

Answer: Geotechnical services are to include verification testing. No community outreach services are to be included.

Question 7: In the RFP, on page 18, the County indicates that the FDOT's DBC program goal has been adopted for this FDOT-assisted contract. FDOT no longer is using the DBE program goal. Will the County be removing this language or replacing it to align with FDOT's current language?

Answer: While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports Consultant's Equal Employment Opportunity and DBE Affirmative Action Programs.

September 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

**RFP 25-417, Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to
Wanda Way**

FPID #446294-1-68-01

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.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, September 17, 2025, prior to 2:00 p.m.

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

1 EXECUTIVE SUMMARY



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to WANDA WAY

DUE DATE: SEPTEMBER 17, 2025



CEI Services for Maine Avenue
Safe Route to School
FDOT #446294-1-68-01



Johnson, Mirmiran & Thompson, Inc.

CONTACT INFORMATION:

Steven Haines, PE, LEED AP
Address: 2000 E. 11th Avenue, Suite 300
Tampa, FL 33605
Phone: (772) 226-7154 | Cell: (772) 370-7865
Email: shaines@jmt.com

JMT is a 100% employee-owned firm (S-Corporation) incorporated in the state of Maryland.

54 YEARS
in Business

 **2,700+**
Employees

ISO 9001:2015
Certified



JMT RESOURCES

 **36**
Florida CEI Staff

 **500**
CEI Company wide

 **30**
Florida PEs

 **560**
PEs Company wide

1 | Executive Summary

Johnson Mirmiran & Thompson (JMT) has assembled an experienced team to provide **Construction, Engineering & Inspection (CEI) Services for the Maine Avenue Safe Route to School** in Polk County. JMT is a **national full-service, multi-disciplined engineering firm** headquartered in Hunt Valley, MD, with 50 office locations nationwide, including four offices and two CEI field offices in Florida. **Established in 1971, JMT's 2,700+ professionals** work with federal, state, and local agencies providing professional construction engineering and inspection (CEI), engineering design, environmental, planning, architecture, survey, and GIS/information technology services – all dedicated to the highest quality project performance. In 2011, JMT became a **100% employee-owned company**. As part of an ESOP, our employee-owners have a vested interest in the success of our projects.

Ranked #14 by ENR on the Top 50 Transportation Firms list, JMT is widely recognized for its expertise in Construction Administration and Management, CEI Services, and Oversight. JMT consistently performs as a dependable and trusted extension of our clients and is ready to go the extra mile to protect Polk County's interests and the commitments made to the local residents and businesses!

Our portfolio of services and the diversified qualifications of our staff allow us to provide our clients with a structured staffing plan for responsiveness, performance, efficiency, and flexibility. This ensures that all our projects are successfully completed within the established budget and schedule goals. As a result of our diligence in ensuring the successful completion of all our projects, JMT has been recognized through various industry awards in Florida and client commendations, including FTBA "Best in Construction" Awards, as well as publications in Roads & Bridges magazine.

Our firm takes pride in delivering high-quality projects to its clients and the public. As the choice for Florida engineering projects, JMT has completed more than \$1B in infrastructure improvement projects, including environmental sites, roadways, bridges, buildings, traffic operations, transportation facilities, beaches, and intelligent transportation systems.

JMT's Management Team will be led by **Steven E. Haines, PE, LEED AP (Senior Project Engineer)**, who has extensive experience in the CEI industry, particularly with FDOT and other local municipalities. He began his career nearly 20 years ago in CEI and has continued working on projects that benefit local communities. **Ubaldo Rodriguez, PE (Project Administrator)**, brings over 10 years of CEI experience, working through the ranks in the field to Project Administrator. During his time in the field, Ubaldo served as Senior ITS Inspector, where he developed an understanding of ITS best practices involving installation, testing, and integration. Both Steven and Ubaldo will also coordinate support services and public outreach to keep this project on track. Their extensive CEI experience makes them an ideal team to guide the JMT team, acting as an extension of Polk County staff. They recognize the importance of end-users and future maintenance considerations. Steven and Ubaldo will involve County staff at all levels and are dedicated to successfully managing this project.

To further enhance our team, JMT will utilize **Madrid CTFL for Geotechnical Services** and **Arehna**, as further explained in section 3. JMT has strategically handpicked this team of subconsultants for their strategic location, quality personnel, and proven track record, specifically with the County. JMT is not a Disadvantaged Business Enterprise (DBE); however, both of our subconsultant firms are DBE's and their associated licenses are included. We always strive to exceed contract goals for our DBE inclusion, as evidenced by our recent **ACEC-FL/FDOT SBE/DBE Utilization Award** for using 30% DBE on FDOT Contracts! We also received an **A Rating** from FDOT for our DBE usage in 2024 and will continue this practice of including DBE firms on future contracts.

The JMT Team was established with a strong local focus in mind. We understand that in order to successfully administer this contract for the County, our Team will need to be familiar with the local community and have a diverse background in project scope delivery. While JMT has the in-house capabilities and experience to successfully deliver any task assigned under this Contract to the County, we have further enhanced our expertise and resources by adding **reputable subconsultants experienced on high-profile projects in Central Florida**. The established relationships with these subconsultants make project communication and coordination a simple and familiar process. The following bullets are a few items that separate us from other firms.

- **Local** – The JMT Team is local to the County offices and the project sites. Our Project Manager is a resident of Hillsborough County, and our Senior Inspector is close by in Haines City. We have compiled a support staff that is also local to the County. Our Team has a vested interest in ensuring this Contract is completed with high quality, on time, and under budget. We also have numerous **"Backup Staff"** in the event we need additional support or emergency coverage.
- **Relationships** – Our Team has excellent relationships with the major stakeholders within the County, including Permitting Agencies (FDEP, ACOE, SWFWMD), Utility providers (Lakeland Electric, Lakeland Water, Frontier, Spectrum, Zayo Fiber, etc.), FDOT (District 1), and the local Contracting industry.
- **Knowledge** – Our proposed staff have diverse experience in construction management and construction inspection services. We have staff who have been clients before as government employees, so we understand the needs from both a client and consultant perspective. Our staff capabilities are also diverse, which allows for hybrid positions within a contract, thus saving taxpayer dollars for other key projects.
- **Support Services** – We have compiled a Team of highly professional subconsultants that provide excellent Geotechnical (Madrid and Arehna) services. They have proven their dedication to their clients and local residents on numerous past projects.
- **Full Service** – Between JMT and our teaming partners, we have the resources and staff to provide full engineering services on this contract. If something arises related to Environmental Investigation, Roadway/Site Design, Funding Assistance, FDOT Involvement, GIS,

JMT FLORIDA CLIENTS

State Agencies

- Florida Fish and Wildlife Conservation Commission
- Florida Department of Environmental Protection
- Florida Department of Transportation
- Florida Department of State
- Florida Department of Military Affairs
- South Florida Water Management District
- Southwest Florida Water Management District
- St Johns River Water Management District
- Suwannee River Water Management District

Counties

- Broward County
- Flagler County
- Hillsborough County
- Indian River County
- Lee County
- Levy County
- Martin County
- Orange County
- Osceola County
- Pinellas County
- Seminole County
- St Lucie County

Cities

- City of Boynton Beach
- City of Dunedin
- City of Gainesville
- City of Hollywood
- City of Lakeland
- City of Largo
- City of Newberry
- City of Oakland Park
- City of Oldsmar
- City of Pinellas Park
- City of Port Orange
- City of Port St Lucie
- City of Sebastian
- City of Tampa
- City of Temple Terrace
- City of Titusville



JMT is fully committed to the success of this Contract and is confident that we possess the knowledge, experience, capability, resources, and dedication to complete these projects on time and within budget. We look forward to working with Polk County on this Contract.

JMT consistently performs as a reliable and trusted extension of our clients and is always ready to assist with any assignment.

LICENSES AND FDOT PREQUALIFICATION LETTERS

Johnson, Mirmiran & Thompson, Inc. (JMT)

ONLINE SERVICES	LICENSEE DETAILS
Apply for a License	Licensee Information
Verify a Licensee	Name: JOHNSON MIRMIRAN & THOMPSON, INC. (Primary Nam
View Food & Lodging Inspections	Main Address: 400 COLONIAL CENTER PARKWAY SUITE 100 LAKE MARY Florida 32746
File a Complaint	County: SEMINOLE
Continuing Education Course Search	License Information
View Application Status	License Type: Engineering Business Registry
Find Exam Information	Rank: Registry
Unlicensed Activity Search	License Number: 5917
AB&T Delinquent Invoice & Activity List Search	Status: Current
	Licensure Date: 03/01/1991
	Expires:
	Special Qualifications Qualification Effective

State of Florida Department of State

I certify from the records of this office that JOHNSON, MIRMIRAN & THOMPSON, INC. is a Maryland corporation authorized to transact business in the State of Florida, qualified on March 7, 1985.

The document number of this corporation is P05237.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 6, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2025*



[Signature]
Secretary of State

Tracking Number: 649843297200

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

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Semoranee Street
Tallahassee, FL 32399-0450

JARED W. YERGEN, P.E.
SECRETARY

June 29, 2025

Sergio Quevedo, VP
JOHNSON, MIRMIRAN & THOMPSON, INC.
2000 E 11th Avenue
Suite 300
Tampa, FL 33605
squevedo@jmt.com

Dear Mr. Quevedo:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 2.0 - Project Development & Environmental (PD&E) Studies
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.2 - Major Bridge Design - Steel
- 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
156.08%	131.64%	0.165%	Reimbursed	2.55%	10.85%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/VC

Madrid CFTL



Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

2:03:26 PM 8/29/2025

ONLINE SERVICES

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

LICENSEE DETAILS

Licensee Information

Name:	NYHOF, SCOTT HARLAN (Primary Name) MADRID ENGINEERING GROUP, INC. (DBA Name)
Main Address:	7403 LOCKSLEY LANE LAKELAND Florida 33809
County:	POLK

License Information

License Type:	Professional Geologist
Rank:	PG
License Number:	PG1436
Status:	Current,Active
Licensure Date:	03/04/1993
Expires:	07/31/2026

Special Qualifications Qualification Effective

Alternate Names

State of Florida Department of State

I certify from the records of this office that MADRID ENGINEERING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 23, 1992.

The document number of this corporation is P92000014732.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of February,
2025*



[Signature]
Secretary of State

Tracking Number: 8660316416CC

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

<https://services.easbiz.org/Florida/CertificateOfIncorporationCertificateAuthentication>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Sawdust Street
Tallahassee, FL 32399-0150

JAMES W. PERDUE, P.E.
SECRETARY

July 10, 2025

Shella Tarte, President
MADRID ENGINEERING GROUP, INC. dba MADRID CPWG
2030 State Road 50 East
Bartow, FL 33850
shella.tarte@madridcpwg.com

Dear Ms. Tarte:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 3.1 - Minor Highway Design
- 8.1 - Soil Exploration
- 8.2 - Geotechnical Classification Lab Testing
- 8.3 - Highway Materials Testing
- 8.4.1 - Standard Foundation Studies
- 8.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 8.5 - Geotechnical Specialty Lab Testing
- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
203.19%	159.81%	2.560%	Reimbursed	12.75%	2.76%	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/YG

Florida UCP DBE Directory

Number of Vendors Returned: 1

Selection Criteria:

Vendor : MADRID ENGINEERING GROUP INC DBA MADRID CPWG

Vendor Name: MADRID ENGINEERING GROUP INC DBA MADRID CPWG

DBE: CERTIFIED

MBE: CERTIFIED

ACDBE Status: N

SBE: N

Avail Statewide: Y

Anniversary Date:

First Certification Date: 05/17/2024

Business Description: GEOTECHNICAL ENGINEERING, DRILLING, CEI AND MATERIALS TESTING SERVICES

Mailing Address: 3918 N HIGHLAND AVE
TAMPA FL 33603

Contact Name: SHEILIA TARTE

Phone: (813)382-3460

Fax:

Email: SHEILA.TARTE@MADRIDCPWG.COM

Web Site:

Certified NAICS

541611

Administrative Management and General Management Consulting Services



Florida Department of Transportation

RON DESJARDIS
GOVERNOR

605 Sunshine Street
Tallahassee, FL 32399-0450

JARED W. FERDUT, P.E.
SECRETARY

July 24, 2025

Jessica McRory, President
AREHNA ENGINEERING INC.
5012 W Lemon Street
Tampa, FL 33609
jmcroory@arehna.com

Dear Ms. McRory:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Lab Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Lab Testing
- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
227.60%	126.51%	2.861%	Reimbursed	5.01%	4.75%	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/YG



ONLINE SERVICES

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- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

Licensee Information

Name	LEHMANN, PETER RAYMOND (Primary Name) AREHNA ENGINEERING INC. (DGA Name)
Main Address:	10209 A SHLEY OAKS DRIVE RIVERVIEW Florida 33578
County:	HILLSBOROUGH
License Location:	5012 W. LEMON STREET TAMPA FL 33609
County:	HILLSBOROUGH

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	C.GC054453
Status:	Current/Active
Licensure Date:	12/05/1991
Expires:	08/31/2026

Special Qualifications **Qualification Effective**

Construction Business	06/09/2023
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Alternate Names

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Arehna Engineering, Inc.

**State of Florida
Department of State**



I certify from the records of this office that AREHNA ENGINEERING INC. is a corporation organized under the laws of the State of Florida, filed on December 24, 2008, effective January 1, 2009.

The document number of this corporation is P08000110763.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 2, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of January, 2025

Secretary of State

Tracking Number: 6176919980CC

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


<https://records.state.fl.us/Filings/CertificatesOfIncorporation/CertificateAuthentication>

State of Florida


**Woman Business
Certification**

AREHNA Engineering, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
06/30/2025 to 06/30/2027



Pedro Alimede
Florida Department of Management Services



Office of Supplier Development
4950 Eglin Road, Suite 300
Tallahassee, Florida 32310
850-487-4915
www.dsm.fl.gov/OSD

Consultant	Mailing Address	Contact Person	Telephone Number	Unlimited/ Technical	Small Bus.	Florida		Other		Work Types
						Prof	Tech	Prof	Tech	
AREHNA ENGINEERING INC.	5012 W Lemon Street Tampa Florida 33609	Jessica McRary	(813)844-3454	Unlimited	Y	12	49	0	0	0 1 9 2 9 3 9 4 1 9 4 2 9 3 10 3

2 APPROACH TO PROJECT



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to WANDA WAY

DUE DATE: SEPTEMBER 17, 2025



2 | Approach to Project

PROJECT RESPONSE AND MANAGEMENT

Having a firm understanding of project intent and scope is the critical first step when starting a Local Agency Project (LAP), such as the construction of the ADA-compliant sidewalk along Maine Ave. The project improvements occur along approximately one mile of Maine Ave. between Combee Rd. and Reynolds Rd. The improvements include sidewalk, ADA ramps, drainage improvements, curb & gutter, CIP cantilever gravity wall/handrail, signage and pavement markings, utility adjustments, and ancillary items to complete construction. This project completes critical infrastructure to support the Safe Route to School (SRTS) program, encouraging children to walk or bike to school, particularly to Oscar J. Pope Elementary School.

JMT's approach to managing this federally funded off-system LAP project is rooted in regulatory precision, proactive coordination, and field-driven execution. We understand the importance of aligning FDOT and FHWA standards from day one, while keeping the best interests of the local community and Polk County at the forefront. We have **already taken a proactive approach** in obtaining and reviewing critical project documentation, including the executed LAP Agreement and Notice to Proceed (NTP)(G3B29), Final Specifications (including FHWA 1273) and Plans prepared by KCA, License Agreement (3135 Maine Avenue), utility work schedules, SWFWMD Permit No. 43046879.000 and FDEP Permit No. 0432095-001-SFG, Clear Zone Design Variation approval, among others. This is a Class D LAP project that will follow the LAP Division 1 Specifications, the Big 3 Specifications (LAP120, LAP334, and LAP344), and Control of Materials, including BABA requirements.

We utilize a Three-Phase approach to managing our CEI projects: Preconstruction, Construction, and Close-Out. During Preconstruction, we take a systematic approach to managing the project, starting with open and honest communication. We request a Design Hand-Off meeting with the EOR to discuss any project nuances we should be aware of, and then hold a thorough Preconstruction conference to clarify expectations and contract requirements. We establish an Escalation Matrix, including Contractor and County staff, so that proper notifications can be processed up the chain of command. By allowing the decision-making process to start at the lowest level possible level, minor items in the field are addressed by inspection staff, while serious infractions are addressed by the Project Manager. We initiate Public Outreach before breaking ground to inform residents and the community of potential project impacts. We also process Contractor submittals, including long-lead material items such as drainage structures or pipe handrails for this project.

During **Construction**, we maintain a strong field presence, provide daily inspection coverage, and monitor contractor activities for compliance with specifications, safety protocols, permit conditions, and environmental best practices. We document all field activities using project-specific spreadsheets, reporting tools, and document management through our accessible project SharePoint site. Our **"boots on the ground"** inspection staff enables us to respond and resolve issues to mitigate delays or financial impact. Our team provides daily email recaps of activities, along with formal reports and pictures, to properly process contractor activities. These are distributed to all team members, including the County PM, to keep everyone informed of daily activities and site visitors. We resolve constructability issues, process Requests for Information (RFI's), analyze and process financials, and schedules, etc., to ensure the project is delivered on time and under budget.

With the experience and expertise of our staff, we focus from Day 1 on the project **close-out** process. Our team has successfully completed numerous CEI contracts (including LAP), many with complicated funding mechanisms and project components. We carry our Lessons Learned throughout the project to continue building our project databases for sharing information back with our clients. At **close-out**, we ensure all deficiency list items are satisfactorily addressed, as-built plans are reviewed and verified, and final documentation is submitted in accordance with County and LAP procedures to ensure proper funding reimbursement and **future funding opportunities** through the LAP process with the Department. We also perform a maintenance review and handover meeting back to the County. Our goal is to deliver a project that meets all technical, regulatory, and stakeholder expectations—on time and with full audit readiness.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

12/24/2019
PROGRAM MANAGEMENT
06/0000-03/24
Page 1 of 19

FPN: 446294-1-58-01	FPN: 446294-1-68-01	FPN:
Federal No (FAIN): D125-003-B	Federal No (FAIN): D125-003-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSU/CARU/SU/TALU	Fund: TALU	Fund:
Org Code: 55014010106	Org Code: 55014010106	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:
County No: 16-Polk	Contract No: G3B29	
Recipient Vendor No: F598000809027	Recipient Unique Entity ID (UEI) No: JRN5EHFNGUG9	

Line Item #	Description	Pay Item #	Unit	Quantity	Unit Price	Monthly Quantity	Monthly \$S	Previous Quantity	Previous \$S	Total Quantity to Date	Total \$S to Date
0185	SUPERPAVE ASPHALT CONC DMC TL-C	334 1 13	TN	3,514.800	\$110.45	0.00	\$0.00	0.000	\$0.00	0.000	\$0.00
0180	ASPHALT CONC FRICTION COURSE TL-C FC-8.5 PG 78-22	337 7 82	TN	1,000.000	\$152.00	0.00	\$0.00	0.000	\$0.00	0.000	\$1.00
0185	CONCRETE CLABS 18" GRADY WALL	400 0 11	CY	23.800	\$575.00	0.00	\$0.00	0.000	\$0.00	0.000	\$0.00
0200	INLETS, CURB, TYPE P-5, -10'	425 1 361	EA	30.000	\$4,120.36	0.700	\$2,884.25	21.000	\$86,527.59	21.700	\$89,411.81
0205	INLETS, CURB, TYPE P-4, -10'	425 1 361	EA	3.000	\$4,520.32	0.000	\$0.00	2.300	\$10,396.74	2.300	\$10,396.74
0210	INLETS, CURB, TYPE J-5, -10'	425 1 451	EA	19.000	\$8,510.81	1.800	\$15,745.00	17.150	\$145,852.09	18.950	\$161,707.09
0215	INLETS, CURB, TYPE J-8, -10'	425 1 481	EA	5.000	\$7,089.22	0.000	\$0.00	4.300	\$30,283.35	4.300	\$30,283.35
0217	INLETS, DT BOT, TYPE C, MODEY	425 1 529	EA	1.000	\$4,224.07	0.000	\$0.00	1.000	\$4,224.07	1.000	\$4,224.07
0220	INLETS, DT BOT, TYPE D, -10'	425 1 541	EA	11.000	\$3,754.95	0.000	\$0.00	9.000	\$33,294.55	9.000	\$33,294.55
0225	INLETS, DITCH BOTTOM, TYPE D, J BOT, -10'	425 1 543	EA	7.000	\$5,268.25	0.000	\$0.00	6.000	\$31,610.50	6.000	\$31,610.50
0230	INLETS, DITCH BOTTOM, TYPE D, MODEY	425 1 548	EA	3.000	\$3,778.10	0.000	\$0.00	3.000	\$11,334.30	3.000	\$11,334.30
0235	INLETS, GUTTER, TYPE V, -10'	425 1 711	EA	1.000	\$3,675.02	0.000	\$0.00	3.000	\$11,230.00	3.000	\$11,230.00

TEAM CAPABILITIES AND INNOVATION

JMT brings a highly qualified team with deep experience in federally funded LAP projects, CEI services, and contract administration. Our staff include licensed engineers, certified inspectors, and compliance specialists who are well-versed in FDOT specifications, LAP documentation standards, and federal-aid compliance. We assign personnel based on expertise and project fit, ensuring that each role is filled by professionals with relevant experience and certifications. We also have additional "back-up" or support staff should they be needed to assist on the project.

Our Management Team for this assignment is led by professionals with extensive LAP experience, including our Sr. Project Engineer (SPE), **Steven Haines, PE, LEED AP** and Project Manager (PM), **Ubaldo Rodriguez, PE**. Ubaldo served as LAP Coordinator for FDOT District 4 Headquarters and has a strong working relationship with FDOT oversight consultant Larry Taylor (LJA). They successfully completed the US 92 at Wabash (JPA) and Ariana St. (LAP) projects. Our familiarity with oversight expectations ensures a smooth review process and effective communication with the County and FDOT to ensure compliance throughout the project life cycle.

We attended the recent pre-bid meeting to observe contractor engagement and gain early insight into project dynamics. It was clear that some are familiar with LAP requirements, while others may need additional guidance. Our Team is experienced and prepared to support the selected contractor through this learning curve, ensuring full compliance. The meeting additionally confirmed a 255-day construction duration (supported by our anticipated schedule and staffing plan) and highlighted several key coordination points. In response, our Team immediately initiated a field review to assess site conditions and began developing a targeted inspection and coordination strategy for LAP protocols. In the field, we identified concerns regarding tree removal near the gravity wall, extensive utility coordination, and major driveway impacts. We also began our internal planning efforts on our coordination strategy to outline and effectively communicate the LAP requirements and protocols to the project team upon selection.



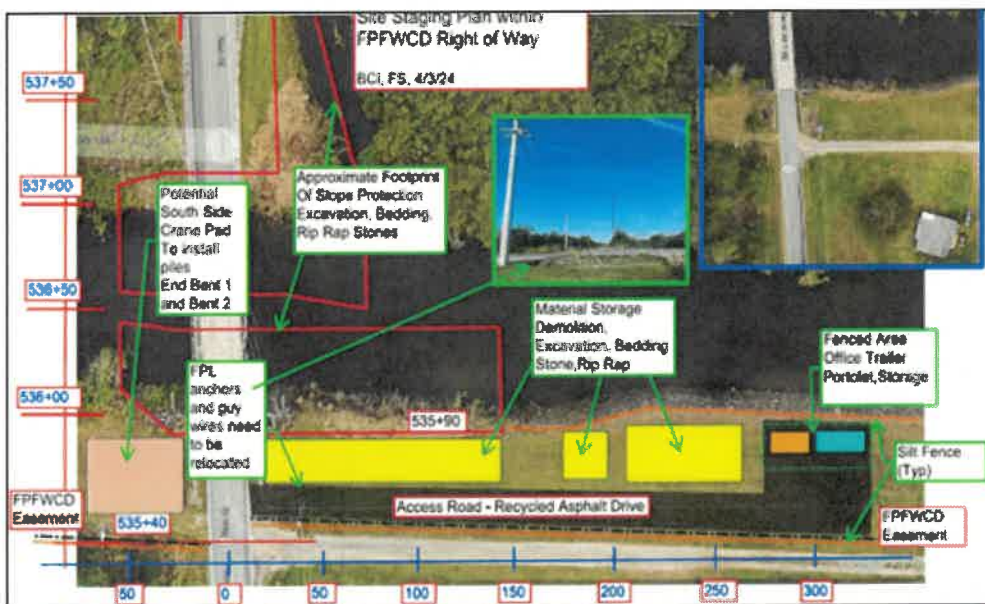
JMT's nationally recognized **ISO 9001:2015 Certification** reflects our commitment to quality and continuous improvement. We implement project-specific QA/QC plans that include internal audits, field reviews, and documentation checks to ensure compliance and performance. Our team also maintains a lessons-learned database to share insights and improve future project delivery. This project has a designated Quality Assurance Review Team (QART) with over 60 years of combined CEI experience on transportation projects, managed by FDOT and municipal clients throughout the state, many of which were off-state highway federally funded projects, or direct LAP projects.

Some of JMT's innovative practices that we've successfully implemented on previous projects include:

- **Maintenance Inspection Experience** to ensure projects are maintainable for the end users.
- **BlueBeam Studio Sessions** for LIVE collaborative plan and document reviews and markups.
- **FAA-licensed Drone Operators** for aerial documentation and progress tracking.
- **Project-specific spreadsheets** for tracking RFIs, material deliveries, and pay item processing.
- **Pilot Programs** such as iCone and iPin MOT devices for precise traffic control device delineation.

JMT's philosophy is to be proactive rather than reactive to resolve project issues. We create color-coded **"War Maps"** in the office, highlighting

and differentiating project components. By **"Building the Job in the Office"** and then updating work complete, we maintain visual tools to gauge project progress and identify upcoming critical activities. Our Team is equipped with MiFi's, laptops/tablets, mobile scanning (Genius Scan), and **FaceTime/Microsoft Teams/Zoom** video capabilities to **"bring the field into the office."** We draw on past experiences to **"think outside the box"** to solve problems. We also have resources to deliver critical project information through virtual platforms, including 3D flyovers, project boards, etc. In today's climate, any type of virtual *option* is critical to ensuring the right message gets delivered to all project stakeholders.



COORDINATING UTILITY RELOCATIONS

At JMT, we understand that utility relocations can make or break a project. As a full-service firm, we have successfully coordinated utility relocations throughout Florida, and for this project, we assembled a team with direct experience in Polk County and the City of Lakeland. Our project manager, Ubaldo, has led utility coordination efforts on projects such as US 92 at Wabash (JPA), involving extensive relocations, including TECO gas under CFX railroad tracks, Lakeland Electric, Frontier, Zayo Fiber, and Lakeland Water. Ubaldo also successfully completed the Ariana St. Sidewalk (LAP) project for Polk County, where his strong relationships with utility providers enabled seamless coordination without project delays. Our Senior Project Engineer, Steven, has worked for the past nine years on two major federally funded, off-state highway urban reconstruction projects involving extensive utility coordination efforts. These projects included FPL hardening corridor-wide, pole relocations, and guywire adjustments for gravity walls; directional bores under Outstanding Florida Water bodies; three separate municipal water/wastewater providers with major WM and FM deflections and valve adjustments; aerial communication relocations; underground fiber vault relocations and adjustments; gas relocations; and numerous third-party communication installations via direct bury and directional bore. Both Ubaldo and Steven are currently working on an FDOT District 7 project along US 301/SR 43, which involves utilities relocation efforts from AT&T Transmission, Level 3 Communications, Charter/Spectrum, Frontier Communications, Hillsborough County Water Resources, Tampa Electric, MCI, TECO People's Gas, Uniti Fiber, and Zayo Group. Our team is well-versed in all aspects of utility adjustments and clearly has the experience to managing multiple relocation efforts concurrently to keep a project on schedule.



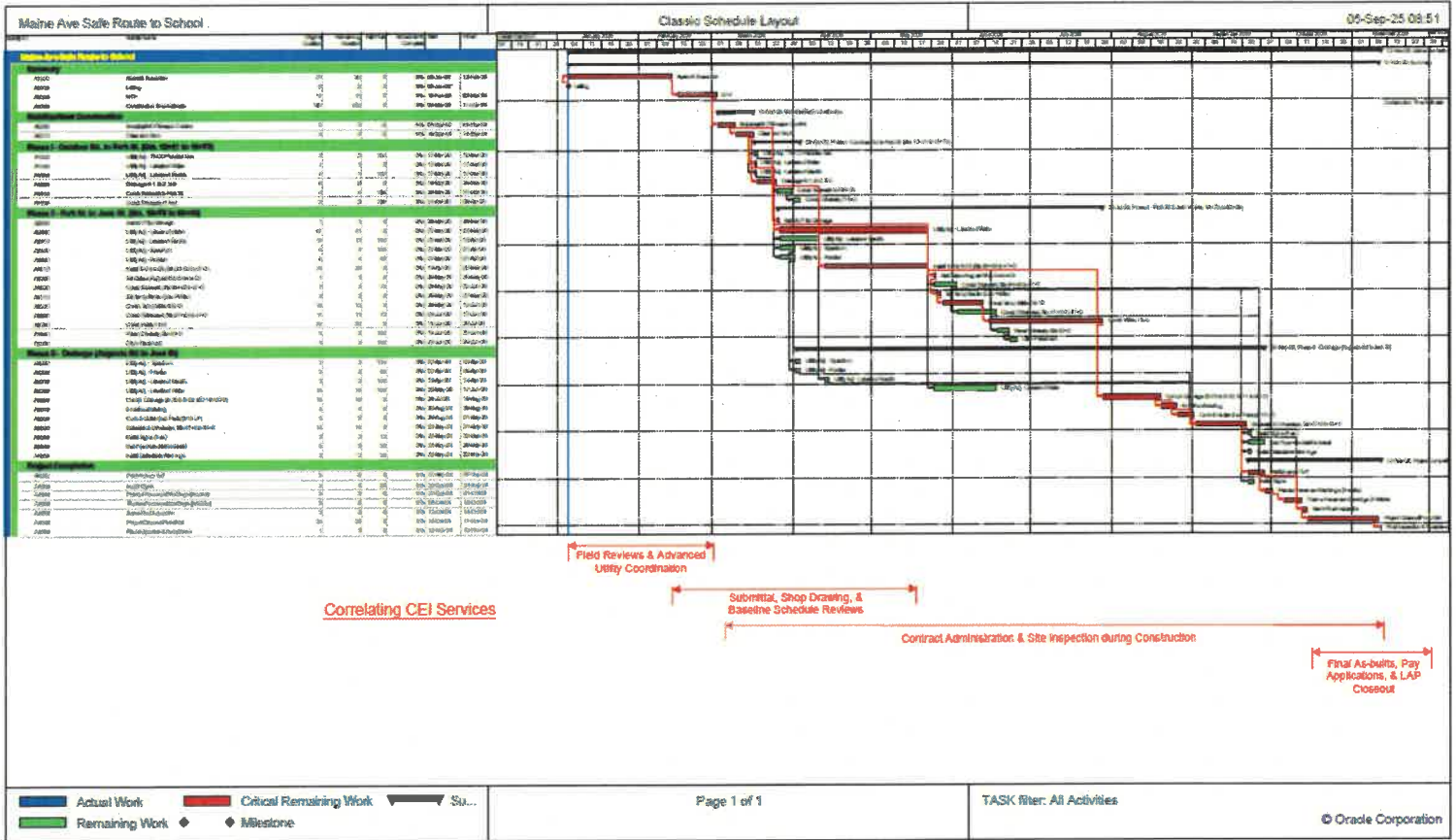
Following a thorough review of the five executed Utility Work Schedules (UWS), it's evident that continued coordination will be critical to avoid construction delays. For example, **Lakeland Electric** has four poles in conflict with the gravity wall, including two concrete poles requiring relocation under a city-approved road closure. With proper coordination, the contractor could leverage the full closure to accelerate construction. While Lakeland Electric has historically been cooperative, Special Condition #1 in their UWS presents a challenge: poles cannot be removed until the licensee attached (fiber, telephone, etc.) has removed their facilities. Ubaldo encountered a similar issue on the Ariana St. LAP project, where a critical fiber line required 30 days' notice before disconnection - an oversight due to a City-owned pole not listed in the County's UWS. **City of Lakeland Water** also requires significant coordination, with multiple meter boxes and service lines needing relocation for drainage activities. We recognize the effort already made to coordinate the WM steel casing through gravity wall #4 and will continue working closely with all parties to prevent delays. Ubaldo has a strong working relationship with Darrin Murphy, the City's UAO field representative, built over five years of collaboration. **Frontier's** fiber and copper lines will also be adjusted, with the most critical being the service terminal at Station 43+70. Ubaldo has worked extensively with Albert "Bo" Sierra, Frontier's UAO field representative, on projects including US 92, Ariana St., and I-4 Signalization. **Spectrum** lists adjustments in their UWS at Stations 40+65 and 48+14.25, but key details such as utility type, size, and elevation are missing. Of particular concern is Spectrum's aerial infrastructure on Lakeland Electric poles slated for removal. These poles cannot be taken down until Spectrum relocates its facilities, making early notification essential. **TECO's** UWS shows minimal relocation, limited to marker posts. However, they note a 2" active gas line from Station 11+00 to 63+60 on the executed UWS, while the relocation plans show an abandoned gas line to remain at Station 46+25. It is critical that the information is reconciled and updated to reflect the full extent of the active line, especially near gravity wall areas or under sidewalks, to avoid damage during forming. Lastly, **Zayo Fiber** is mentioned in the plans but not in the UWS. Their fiber installations often occur after UWS execution, as seen on US 92 at Wabash, where a newly installed conduit conflicted with a proposed drilled shaft. Ubaldo proactively addressed the issue to avoid delays and will continue that effort level on this project.

Not only does our project staff have the experience to properly manage the utility relocation and coordination efforts, but we have also already started that process by reviewing the project UWSs and identifying discrepancies with the plans, as well as areas of concern that will be an early target for resolution. Another area we focus on is the **Contractor's Critical Path Method (CPM) schedule**, particularly the baseline submittal, to ensure it incorporates all the necessary utility adjustments. This ensures the Contractor is aware and has accommodated their work schedule to afford the Utility companies the time required to make adjustments. We also create a Utility section in our Preconstruction and Progress Meetings to update the project Team and prioritize relocation efforts to mitigate impacts and ensure the project stays on schedule.



PROJECT SCHEDULE

The following project schedule begins with field review and ends with final plans and specifications, with a projected Notice to Proceed (NTP date as January 5, 2026).



3 EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

DUE DATE: SEPTEMBER 17, 2025



3 | Experience, Expertise, Personnel & Technical Resources

EXPERIENCE

The following showcases projects completed by JMT in the last ten years that are similar in size and scope.

Alcantarra Boulevard Sidewalk Improvements



LOCATION

Port St. Lucie, FL

SIZE AND COST

CEI: \$72K / Construction: \$436K

PROJECT REPRESENTATIVE

Frank Knott, PE – Project Manager
Port St. Lucie Public Works Department
450 SW Thornhill Drive, Port St. Lucie, FL 34984
772.344.4290 | fknott@cityofpsl.com

DURATION OF PROJECT

October 2022 – April 2023 (150 days)

Completed on time and within budget

JMT served as the Prime Consultant.

KEY STAFF

Steven Haines, PE, LEED AP – Sr. Project Engineer
Luke Brolmann, PE – Project Administrator

ORIGINAL/FINAL BUDGET

ORIGINAL: \$72K / FINAL BUDGET: \$72K

FUNDED THRU LAP AND FDOT OVERSIGHT



PROJECT SUMMARY

JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the south side of SW Alcantarra Blvd. from SW Savona Blvd. to SW Port St. Lucie Blvd. Other project items include driveway replacements, new detectable warning surfaces and pavement markings at side street intersections, new signage and existing sign relocations, drainage improvements, and sodding.



Bell Avenue

Sidewalk Improvements



LOCATION

St. Lucie County, FL

SIZE AND COST

CEI: \$96K / Construction: \$251K

PROJECT REPRESENTATIVE

Edmund Bas, PE – Asst. County Engineer
St. Lucie County Engineering
2300 Virginia Avenue, Fort Pierce, FL 34982
772.216.0142 | base@stlucieco.org

DURATION OF PROJECT

June 2023 - November 2023 (240 days)

Completed on time and within budget

JMT served as the Prime Consultant.

KEY STAFF

Steven Haines, PE, LEED AP - Sr. Project Engineer
Wesley Kraft, EI - Project Administrator

ORIGINAL/FINAL BUDGET

ORIGINAL: \$96K / FINAL BUDGET: \$96K

FUNDED THRU LAP AND FDOT OVERSIGHT



PROJECT SUMMARY

This project includes improvements along the South side of Bell Avenue from 25th Street to Sunrise Boulevard. Improvements include installation of a 6 ft. wide concrete sidewalk, driveway and culvert replacement, swale realignment, updated signage, utility relocations, and striping of crosswalks. The project includes close coordination with the public and County staff to minimize disruptions to the traveling public as this corridor carries significant industrial and commercial traffic to the local area.



Southwest Import Drive

Sidewalk Improvements



LOCATION

Port St. Lucie, FL

SIZE AND COST

CEI: \$132K / Construction: \$645K

PROJECT REPRESENTATIVE

Frank Knott, PE – Project Manager
Port St. Lucie Public Works Department
450 SW Thornhill Drive, Port St. Lucie, FL 34984
772.344.4290 | fknott@cityofpsl.com

DURATION OF PROJECT

March 2022 - October 2022 (120 days)
Completed on time and under budget

JMT served as the Prime Consultant.

KEY STAFF

Steven Haines, PE, LEED AP - Sr. Project Engineer
Wesley Kraft, EI - Project Administrator

ORIGINAL/FINAL BUDGET

ORIGINAL: \$132K / FINAL BUDGET: \$124K

FUNDED THRU SALES TAX REFERENDUM



PROJECT SUMMARY

JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the west side of Import Drive. from Oakwood Road. to Inca Terrace. Other project items included driveway and culvert replacement, swale realignment, cross-drain replacement, updated signage, and striping of crosswalks.



Anthony F. Sansone Sr. Boulevard Phase 3 Extension

New Construction



LOCATION

Port St. Lucie, FL

SIZE AND COST

CEI: \$1.1M / Construction: \$10.3M

PROJECT REPRESENTATIVE

Frank Knott, PE – Project Manager
Port St. Lucie Public Works Department
450 SW Thornhill Drive, Port St. Lucie, FL 34984
772.344.4290 | fknott@cityofpsl.com

DURATION OF PROJECT

November 2023 - August 2025 (575 days)

Completed on time and under budget

JMT is serving as the Prime Consultant.

KEY STAFF

Steven Haines, PE, LEED AP - Sr. Project Engineer
Wesley Kraft, EI - Project Administrator

ORIGINAL/FINAL BUDGET

ORIGINAL: \$1.1M / Ongoing

FUNDED THRU DEO GRANT.



PROJECT SUMMARY

JMT is providing CEI services to the City of Port St. Lucie to construct a new roadway extension in Tradition that provides access for future commercial development. The improvements consist of approximately 1 mile of 2-lane construction with a center bi-directional lane, paved shoulders and turn lanes, closed drainage system, extensive lake excavation, water and gravity sewer as well as a new lift station. The project is partially funded by a Department of Economic Opportunity (DEO) grant and fully administered by the City's Community Redevelopment Agency (CRA).



East Torino Parkway

Roundabout and Turn Lane Improvements



LOCATION

Port St. Lucie, FL

SIZE AND COST

CEI: \$356K / Construction: \$2.2M

PROJECT REPRESENTATIVE

Tom Salvador – Manager - CIP
Port St. Lucie Public Works Department
450 SW Thornhill Drive, Port St. Lucie, FL 34984
772.370.5821 | salvadort@cityofpsl.com

DURATION OF PROJECT

November 2023 - September 2025 (635 days)

Completed on time and under budget

JMT served as the Prime Consultant.

KEY STAFF

Steven Haines, PE, LEED AP - Sr. Project Engineer
Luke Brolmann, PE - Project Administrator

ORIGINAL/FINAL BUDGET

ORIGINAL: \$1.1M / Ongoing

PROJECT SUMMARY

JMT is providing CEI services to the City of Port St. Lucie to construct a roundabout at the intersection of East Torino Pkwy and Turtle Dove Lane, and to construct turn lane improvements at the intersection of East Torino Pkwy and Midway Road. Project items include earthwork, drainage improvements, swale relocation, sidewalk construction, utility relocations, landscaping and irrigation, and lighting improvements, signal adjustments, new signage, and pavement markings.



EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JMT's Central Florida offices will perform the majority of services required for this contract. We will be supported by two local subconsultants (Madrid and Arehna) to round out our Team's experience and availability. Our Project Manager, Ubaldo Rodriguez, has a long-standing working relationship with each of these three firms, and we have worked with all of them on various design and CEI contracts. In addition, all of our subconsultant partners are DBEs, and we commit over 10% of our fees to these firms.

Professional Resources and Support

JMT commits to Polk County an exceptional team of experienced and uniquely qualified professionals who have unmatched knowledge of this contract and Polk County's needs. In addition to the staff proposed on the organizational chart, JMT has resources that can be quickly mobilized if needed. JMT employs over 90 professional staff members across various Florida offices and over 2,700 professional staff nationwide, 500 of whom are in construction management. In addition, our subconsultants have key professional staff members covering all the specialty support areas and ensuring that our staff resources are exceptional at every level.

Project Management: The JMT project team will be led by **Steven Haines, PE, LEED AP**, as **Senior Project Engineer**. He has over 19 years of experience in construction engineering inspection and contract administration in Florida. He has been involved in a variety of project types, including roadway resurfacing, widening, reconstruction, bridge rehabilitation, replacement, cape seal resurfacing, water farming for water quality, shoreline stabilization, sidewalk improvements, safety enhancements, major utility upgrades, and other projects for both public and private clients. He has experience with various contract delivery and funding methods such as conventional design-bid-build, design-build, lump sum, ARRA, LAP, FHWA, and more. As a former FDOT Area Engineer, he understands the industry from both the client and consultant perspectives, which adds a valuable dimension to contract management. He actively participates in industry forums like ACEC, FES, FTBA, APWA, DBIA, and others. He has a reputation for clear and honest communication with his team and clients. He understands that our team's strength depends on collaboration and partnerships working together toward a common goal. Another benefit of Steven and the JMT Team is the continuity of Contract Administration staff, who have a comprehensive understanding of each other's roles in preparing contract paperwork, scheduling staff training, and managing invoices. **Ubaldo Rodriguez, PE, Project Manager**, brings over 10 years of CEI engineering experience, progressing from field roles to Project Administrator. In the field, Ubaldo served as Senior ITS Inspector, gaining expertise in ITS best practices related to installation, testing, and integration. He is recognized for his ability to resolve issues efficiently at the project level through his detailed, proactive, and timely approach. This fosters strong team relationships that lead to effective solutions on-site. Ubaldo's recent relevant projects include US 92 at Wabash Avenue Intersection Improvements, Ariana Street Improvements, and I-4 at SR 33 Interchange Signalization Improvements in Polk County, as well as the I-4 ITS FRAME project, where he coordinated with the City of Lakeland. Ubaldo is 100% available and dedicated to this project.

Field Inspection: Dennis Glalah-Winson will serve as the **Senior Inspector** for this project. Dennis, a resident of Polk County, is an experienced CEI Senior Inspector with a decade of expertise in construction engineering inspection across Florida, specializing in roadway and bridge projects. His qualifications include multiple CTQP certifications and extensive knowledge of FDOT procedures. Currently, he is serving as the Senior Inspector on the SR 429 widening project in Orlando, a \$124 million initiative involving lane expansion and bridge work, and as the Owner's Representative for the complex I-4/SR 408 Ultimate Interchange and Brightline rail construction coordination. His project history includes inspection roles on several infrastructure projects such as school and sidewalk constructions, interchange improvements, and regional trails, with construction values ranging from \$236K to \$110M. **William Gibson** will serve as our **Junior Inspector**. With nine years of experience in CEI and materials inspection, specializing in quality control and data analysis, William is certified in multiple CTQP disciplines, including Asphalt Paving, Earthwork, Aggregate Testing, and Concrete Field Inspection. He has worked with FDOT and Madrid CPWG, performing field and lab testing, quality control inspections, and independent assurance checks to ensure compliance and operational efficiency across various projects. **Richard Dovey** will provide **Drone Technology** to help document field conditions and project progress. The project photos will be critical for ensuring timely funding reimbursement, environmental compliance, and overall project status updates.

LAP Oversight/Compliance Officer: Lauren Paquette is an experienced administrative and contract support specialist with over five years in the field, skilled in contract administration, maintenance operations, and general office management. Lauren has worked as a Resident Compliance Specialist on a major roadway extension project in Port St. Lucie, FL, valued at \$8.5 million, and as an Assistant Contract Support Specialist on FDOT resurfacing projects. She has served as a Contract Coordinator and Florida CEI Training Coordinator for JMT, assisting with contract preparation and staff certification tracking to ensure compliance with CTQP requirements.

Quality Assurance Review Team (QART): Lee Watts, PE, our QART Lead, was carefully chosen based on over 40 years of CEI experience on various projects across Florida. These projects included diverse scopes such as safety improvements, limited access facilities, milling & resurfacing (M&R), and major bridge upgrades. Lee's expertise includes conventional and design-build contract administration, claim analysis and resolution, Critical Path Method (CPM) scheduling, project constructability, specialized traffic management, and DRB proceedings. Lee will be supported by **Luke Brolmann, PE**, who has extensive industry experience and has delivered numerous projects for various clients, including local municipalities and many FDOT assignments. His familiarity with how municipalities and FDOT operates, along with the stakeholders involved, is a significant advantage for the QART. Luke also has firsthand experience managing projects with unique funding

sources, such as Sales Tax Referendum, Grants, LAP, Federal funds, and others. **Wesley “Wes” Kraft, EI**, will support Luke and Lee, bringing over 11 years of broad CEI industry experience, especially with FDOT and other municipalities. He has managed and contributed to projects involving earthwork, asphalt, drainage, box culverts, drilled shafts, pile driving, MSE walls, and Class I bridges, demonstrating comprehensive roadway construction knowledge.

Subconsultants



Our team will be utilizing **Madrid** for **geotechnical services**. Madrid is a full-service geotechnical engineering firm with a proven record of supporting CEI teams on FDOT and LAP-funded municipal infrastructure projects. They are FDOT prequalified in Work Type 10.1 (Roadway CEI) and have provided field and lab services for sidewalks, roadway improvements, utility infrastructure, drainage, and structural rehabilitation projects across Florida. Their in-house team includes certified inspectors, ACI and CTQP technicians, geotechnical/civil engineers, geologists, environmental scientists, and project managers familiar with the documentation and reporting requirements of state-funded local projects. They are currently serving as the CEI Prime Consultant on a similar FDOT-funded improvement project, delivering quality assurance, testing, and inspection services.

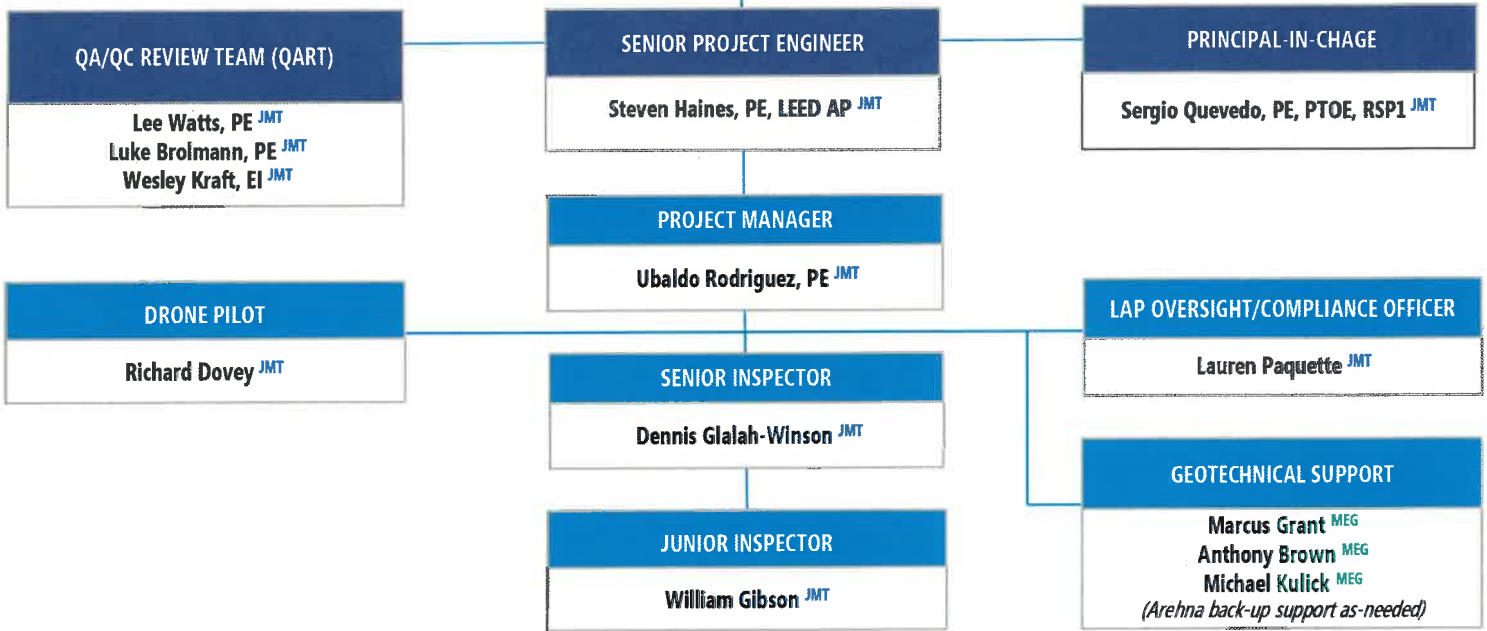


AREHNA | Engineering, Inc.

In addition, our team has included **AREHNA Engineering, Inc.** as a **backup geotechnical** subconsultant. This decision was made proactively due to the recently released Addendum No. 01 that did not address any firms as having a potential conflict of interest through the CEI contract. We noted that Madrid prepared the geotechnical report for the project, which included both design and construction recommendations. To avoid any issues related to perceived or actual conflicts of interest,

AREHNA has been added to ensure continuity and compliance. AREHNA is a DBE/WBE-certified, FDOT-prequalified firm with expertise in geotechnical engineering, construction materials testing, and inspection services. They are prequalified in Work Types 9.1 (Soil Exploration), 9.2 (Geotechnical Classification Lab Testing), 9.3 (Highway Materials Testing), 9.4.1 (Standard Foundation Studies), 9.5 (Geotechnical Specialty Lab Testing), 10.3 (Construction Materials Inspection), and 10.4 (Minor Bridge & Miscellaneous Structures CEI). AREHNA operates AASHTO-accredited, USACE-validated, and FDOT-approved laboratories and maintains in-house drilling capabilities, offering schedule control and cost efficiency.





Prime Consultant
 Johnson, Mirmiran, & Thompson, Inc. (JMT)



Madrid Engineering Group (MEG)
 DBE/WMBE



Arehna Engineering, Inc.
 DBE/MBE/SBE

Pool of Additional Staff Available As Needed

Steven E. Haines, PE, LEED AP

SENIOR PROJECT ENGINEER

EDUCATION

M.S. / Civil Coastal Engineering,
University of Florida, 2006

(Construction Management)

B.S. / Mechanical Engineering,
University of Florida, 2005

B.S. / Aerospace Engineering,
University of Florida, 2005

REGISTRATION

Professional Engineer: FL 71522

LEED AP (BD+C) 10232666

Certified Construction Manager
(CCM) (pending exam - 2025)

TRAINEE ID

31775

YEARS OF EXPERIENCE

19

RELEVANT CAPABILITIES

- Advanced MOT
- Quality Control Manager
- Asphalt Paving Levels 1 & 2
- Final Estimates Levels 1 & 2
- Critical Structures Issues
- FL Stormwater, Erosion & Sediment Control
- ACEC/FES – 2019 FELI Class
- FDOT – Manager's Academy
- FDOT – Supervisor's Academy
- FDOT – Certified Public Manager Training
- FDOT – EEO, DBE and Payroll Compliance Training
- OSHA 10 Hour Training – Construction Safety & Health
- HAZMAT Certification
- Nuclear Safety Certification
- City of Fort Pierce Infrastructure Surtax Committee Chairman (Former)

Mr. Haines has 19 years of Construction Engineering & Inspection (CEI)/Construction Management (CM) and personnel management, and development experience. His experience includes CEI services on a variety of FDOT projects and municipal/LAP projects, including roadway reconstruction/resurfacing, bridge rehabilitation/replacement, utility coordination, shoreline stabilization, water quality, utility improvement, etc. He has extensive experience managing numerous concurrent projects as Senior Project Engineer as well as various Continuing Services Contracts and projects with significant complexity and uniqueness. He has led numerous project Teams and worked with numerous clients statewide.

Mr. Haines currently serves as Senior Project Engineer on the following projects:

- Aug. '25 – Present: US 301/SR43, Hillsborough County, FL. *Construction Value - \$10.1M Reference: Kauser Manzer, (813) 612-3308*
- Dec. '24 – Present: Floresta Dr. Phase III Reconstruction, St. Lucie County, FL. *Construction Value – \$50.9M. David Epperson (772) 418-6886.*
- Aug. '24 – Present: St. Lucie West Blvd. & Peacock Blvd. Intersection Imp, Port St. Lucie, FL. *Construction Value – \$3.7M. Everett Tourjee, (772) 873-6334.*
- Oct. '24 – Present: Tom Mackie Blvd. and Marshall Pkwy. Phase 4, Port St. Lucie, FL. *Construction Value – \$8.5M. Frank Knott, (772) 344-4290.*
- Apr. '25 – Present: Harmony Heights Phase III, St. Lucie County, FL. *Construction Value - \$1.86M. William H. Cornelius III, (772) 462-2841.*
- Nov. '23 – Present: Anthony F. Sansone Sr. Blvd. Phase 3 Extension, Port St. Lucie, FL. *Construction Value – \$10.3M. Frank Knott, (772) 344-4290.*
- Nov. '23 – Present: Torino Pkwy Improvement Project, Port St. Lucie, FL. *Construction Value – \$2.2M. David Epperson, (772) 418-6886.*
- Sept. '23 – Present: Port St. Lucie Blvd from Darwin Blvd to Gatlin Blvd., Port St. Lucie, FL. *Construction Value - \$8M. Tom Salvador, (772) 370-5821.*

Mr. Haines previously served as Senior Project Engineer on the following projects:

- Apr. '25 – Aug. '25: SW Airoso Blvd. Median Improvement Project, City of Port St. Lucie, FL. *Construction Value - \$368K. David Epperson, Project Manager, (772) 344-4319.*
- Apr. '24 – Jul. '25: Keen Rd. over Taylor Creek Bridge Replacement, St. Lucie County, FL. *Construction Value - \$6.6M. Michael Harvey, EI, (772) 216-2586.*
- Dec. '23 – Aug. '24: SR 70 Pedestrian Bridge Rehabilitation, St. Lucie County, FL. *Construction Value - \$342K. Michael Harvey, EI, (772) 216-2586.*
- Feb. '24 – Nov. '24: Melville Drainage Improvements PH-II Project, St. Lucie County, FL. *Construction Value - \$1.3M. Gary Franklin, (772) 462-1192.*
- Jul. '23 – Oct. '24: Bayshore Blvd. at Lakehurst Dr. Intersection Project, Port St. Lucie, FL. *Construction Value – \$684K. Paul Johnson, (772) 871-5182.*
- Sep. '22 – Apr. '24: Floresta Dr. Phase II Reconstruction, Port St. Lucie, FL. *Construction Value – \$29.9 M. David Epperson, (772)418-6886.*
- Dec. '20 – Apr. '24: Edwards Rd. Reconstruction, St. Lucie County, FL. *Construction Value - \$7.8M. Michael Harvey, EI, (772) 216-2586.*
- Jun. '23 – Nov. '23: Bell Avenue Sidewalk, St. Lucie County, FL. *Construction Value – \$251K. Edmund Bas, PE, (772) 216-0142.*
- Jan. '23 – Jul. '23: Header Canal Rd. Resurfacing Project, St. Lucie County, FL.

Construction Value - \$3.2M. Shannon Mieras, (772) 462-1813.

- Jun. '22 – Apr. '23: Alcantarra Blvd. Sidewalk Project, Port St. Lucie, FL. *Construction Value – \$463K. Frank Knott, (772) 344-4290.*
- May '22 – Dec. '22: 11 Mile Rd over 10-Mile Creek Bridge Repairs, St. Lucie County, FL. *Construction Value – \$540K. Michael Harvey, EI, (772) 216-2586.*
- Mar. '22 – Oct. '22: SW Import Drive Sidewalk Phase I, Port St. Lucie, FL. *Construction Value – \$644K. Frank Knott, (772) 344-4290.*
- Sep. '20 – Sep. '22: Floresta Dr. Phase I Reconstruction, St. Lucie County, FL. *Construction Value – \$12.0M. Heath Stocton, PE, (772) 370-8203.*
- Feb. '22 – Apr. '22: CEI Services for Indian River Dr. Traffic Calming Project, St. Lucie County, FL. *Construction Value - \$1.0M. Shannon Mieras, (772) 462-1813.*
- Jun. '20 – Nov. '20: Keen Rd. and Taylor Dairy Rd. Bridge Repairs, St. Lucie County, FL. *Construction Value - \$73K. Michael Harvey, EI, (772) 216-2586.*

Sergio Quevedo, PE, PTOE, RSP1

PRINCIPAL-IN-CHARGE

EDUCATION

BS, Civil Engineering, University of Florida, 2000

MS, Civil Engineering, University of Florida, 2001

REGISTRATION

Professional Engineer: FL 63084
(Issued 7/15/2005)

Professional Traffic Operations
Engineer (PTOE): 2291
(Issued 8/3/2021)

Road Safety Professional, Level 1:
676

YEARS OF EXPERIENCE

22

SOFTWARE EXPERTISE

ADA Standards and Criteria

MicroStation CADD

GuidSign

Transyt-7F

CORSIM

SYNCHRO

SimTraffic

Sergio Quevedo serves as JMT's Regional Manager overseeing the Florida operations. As part of this role, he serves as Principal-in-Charge on the majority of contracts and projects managed within JMT's Florida offices. In this role, he ensures that quality and client satisfaction is a top priority. In addition, he oversees staffing for projects and ensures that section heads and project managers have all the resources needed to successfully deliver on their projects.

Mr. Quevedo serves as Principal-in-Charge on the following projects:

Resurfacing CSC. FDOT District 1. Principal-in-Charge/QA/QC Manager. JMT provides engineering services that include milling and resurfacing, signing and pavement marking, pavement design, signal design, ADA/sidewalk improvements, utility coordination, structural analysis and design, and drainage design. To date, JMT has provided services for the following tasks:

- SR 35/SR 700 (US 98) from South of SR 540 to N of Brooks Street (FPID 45087715201)
- SR 70 (15th Street) between 26th Avenue E and 30th Avenue E (FPID 44965415201)
- SR 35 (US 17) bridge replacement of Charlie Creek (FPID 45340015201)
- SR 64 from East of Barlow Road to West of SR 636 (FPID 45126915201)
- SR 683 (US 301) from US 41 to South of 10th Street (FPID 45101715201)

City of Tampa Design – Continuing, Tampa, FL. FDOT District 7. Principal-in-Charge/QA/QC Manager. JMT was selected to provide design services for the City of Tampa on this Continuing Services contract through FDOT District 7. Individual work orders will identify the design of miscellaneous improvements including, but not limited to, complete streets, streetscape/urban design, shared-use paths and sidewalks, protected bicycle lanes, roadway-based transit, safety (Vision Zero), RRR, minor drainage, and intersection operational improvements. Relevant tasks have included

- Tampa Palms preliminary engineering report
- 21st Avenue preliminary engineering report
- 22nd Street preliminary engineering report
- 109th Avenue preliminary engineering report

US 98/SR 50/SR 700 from Mondon Hill Road to S of Jasmine Drive, Tampa FL. FDOT District 7. Principal-in-Charge/QA/QC Manager. This is a RRR project that includes milling and resurfacing of the four-mile-long corridor. The project also includes widening into the median, redesigning left turn movements, and redesigning median openings to meet FDM standards. Two pavement designs will be completed, one for milling and resurfacing and another for the widening. The project will also address flooding complaints within the corridor. Signing and pavement markings will be updated after milling and resurfacing. A lighting justification report will be performed.

US 41/SR 45/Nebraska Avenue Median Modifications. FDOT District 7. Principal-in-Charge/QA/QC Manager. The purpose of this project is to provide urban corridor improvements to increase safety for all road users regardless of method of transportation. These include mid-block crossings at various locations, PHBs and RRFBs, refuge islands, lighting, sidewalks, intersection improvements, curb ramp upgrades, drainage improvements, and raised medians and curb bulb-outs. The mainline roadway is an urban minor arterial from MP 0.0 to 3.165 and an urban principal arterial from MP 3.165 to 5.409 on the SHS. The improvements start at Kennedy Boulevard extending north to just short of East Arctic Avenue.

US 92/SR 600/Hillsborough Avenue at N 48th Street, Tampa, FL. FDOT District 7, City of Tampa. Principal-in-Charge/QA/QC Manager. JMT is providing professional engineering services to install a new HAWK across Hillsborough Avenue in Tampa, FL. The project includes a new mast arm, crosswalk lighting, and sidewalk and crosswalk improvements necessary to accommodate ADA criteria for the new crossing.

US 19 Intersections, Pinellas County, FL. FDOT District 7. Principal-in-Charge/QA/QC Manager. JMT performed traffic engineering services along US 19 at several intersections where pedestrian signals were needed at four existing signalized intersections. JMT provided roadway, signals, signing and marking design, and plans production for this project.

Ubaldo Rodriguez, PE

PROJECT MANAGER

EDUCATION

M.E./ Civil Engineering Concrete Structures, Polytechnic University of Puerto Rico

B.S./Civil Engineering, Polytechnic University of Puerto Rico, 2013

REGISTRATION

Professional Engineer: Florida 87973
Puerto Rico PE #28881

TRAINEE ID

1000007236

YEARS OF EXPERIENCE

10

TRAINING & CERTIFICATIONS

- CTQP Asphalt Paving L1 & L2
- CTQP Earthwork L1 & L2
- CTQP Final Estimates L1 & L2
- CTQP Drilled Shaft Inspection
- FDOT Concrete Field Inspector
- CTQP QC Manager
- Advanced MOT
- Nuclear Radiation Safety
- Critical Structures
- IMSA Traffic Signal L1
- IMSA Fiber Optic Technician
- Stormwater Erosion and Sedimentation Control Inspector
- Auger Cast Pile
- MSE Wall
- Underwater Bridge Inspection
- FEMA 100C, 200C, 700B, 800D
- FDOT LAP Title VI Compliance Training & ADA for Local Agencies

Mr. Rodriguez has served over 10 years in the construction industry, including six years as a Project Administrator/Project Engineer. His hard work ethic and excellent documentation and communication skills have been demonstrated by his progression from inspector to senior inspector, assistant project administrator, and professional engineer. Ubaldo has supervised field staff and overseen all operations to ensure a quality project is submitted to the client. His hands-on experience includes new concrete/steel bridge construction and widening, ITS, drilled shaft & pile driving, highway lighting, signalizations, milling & resurfacing, multidisciplinary walk-throughs, multijurisdictional permit coordination, reviewing final packages, contractors' invoices, material certifications, and processing RFI's, RFC's, and RFM's. His eye for detail with contract documents, excellent leadership skills, and extensive field knowledge ensure each project exceeds the client's expectations.

Mr. Rodriguez currently serves as Project Engineer on the following projects:

- Aug. '25 – Present: US 301/SR43 From Manatee County Line to S. of SR 674/ Sun City Center Blvd, Hillsborough County, FL. (FM No: 439833-1-52-01, 439833-1-52-02, 439833-1-56-01). FDOT District 7. Project Engineer. A federally funded project beginning at the Hillsborough/Manatee County Line at US 301 with an approximate length of 5.67 miles. Improvements include roadway resurfacing, RTL widening, drainage relocation, bridge shoulder widening, joint replacement, shoulder gutters, TL-3 guardrails, and conflicting utility relocation. Construction Value - \$10.1M Reference: Kauser Manzer, Construction Project Administrator D7, (813) 612-3308
- Aug. '23 – Present: CEI Project Administrator (JMT). Since joining JMT, Mr. Rodriguez has been assisting with business development and marketing efforts in the Tampa/St. Petersburg region of Florida.

Mr. Rodriguez previously served as Project Engineer on the following projects:

- Feb. '23 – Aug. '23: I-4 Florida's Regional Advanced Mobility Elements (FRAME), Hillsborough, Polk, Orange and Osceola Counties, FL. (Contract E7P15; FM No. 445362-3, 445362-4, 445362-5). Project Engineer. FDOT District 7. Construction Value - \$10.1M. Reference: Andrew Williams, PE, (813) 347-8948
- Nov. '21 – Jul. '22: Oldsmar Trail Phase 6, City of Oldsmar, FL. (FM No. 415738-7-58-01). Project Engineer. Construction Value - \$1.5M. Project. Reference: Daniel Simpson, PE, (813) 749-1262
- Nov. '21 – Mar. '22: SR33 & I-4 Signalization, City of Lakeland, FL. (FM No. 446988-1-52-01). Project Engineer. Construction Value - \$2.1M. Reference: Greg James, MBA, CPM, (863) 834-8440
- Jun. '21 – Jan. '22: Ariana St. Sidewalks & Drainage Improvements, Polk County, FL. (FM No. 438266-1-58-01). Project Engineer. Construction Value \$864K. Reference: William Lorenzo, PE (863) 581-1185
- Sep. '20 – Sep. '21: US 92 at Wabash Ave., City of Lakeland, Polk County, FL. (FM No. 429813-1-58-01). Project Engineer. Construction Value - \$1.40M. Reference: Greg James, (863) 834-8440
- May '20 – Sep. '20: Homestead Extension of Florida's Turnpike (HEFT) Widening from SR-836 to NW 106th, Florida's Turnpike Enterprise, Homestead, FL. (Contract E8R80; FM No. 435543-1-52-01). Project Engineer/Administrator. Construction Value - \$2.4 M. Reference: Pacifico Castillo, PE (954) 934-1118
- Jul. '18 – May '20: Operational Capacity & Interchange Improvements, Miami-Dade Expressway Authority, Miami-Dade County, FL. (Contract 83628). Assistant Project Administrator. Reference: Sergio Besu (305) 265-5400
- Dec. '17 – Jul. '18: Design and Construction Support, FDOT District 4 Continuing CEI Support for District Construction. District LAP Coordinator. Reference: Ellen Daniel, PE (954) 958-7675
- Sep '17 – Dec. '17: FDOT District 4 Emergency Incident Management; Broward County, FL. Project Administrator. Reference: Sara Duffoo, PE (305) 216-8840
- May. '17 – Oct. '18: SR-9/I-95 from Miami/Dade Countyline to North of Broward Blvd., FDOT District 4, Ft. Lauderdale, FL. (FM No. 437994-1-52-01). Senior Inspector. Construction Value - \$1M. Reference: Christian Rojas, PE (954) 777-4345
- Sep. '15 – Nov. '17: I-95 Express Lanes (Phase 3A-1), FDOT District 4, Ft Lauderdale, FL. (FM No: 433108-4-52-01 & 428009-1-52-01). Assistant Project Administrator. Design-Build Construction Value - \$150M. Reference: Christian Rojas, PE, (954) 777-4345

Dennis Glalah-Winson

SENIOR INSPECTOR

EDUCATION

AS/ Valencia College, 2017

TRAINEE ID

57822

YEARS OF EXPERIENCE

10

TRAINING & CERTIFICATIONS

- CTQP Asphalt Paving Level 1
- CTQP Earthwork Level 1 & 2
- CTQP Final Estimates Level 1
- MOT Advanced
- ACI Concrete Field Testing Inspector
- MSE Wall
- Nuclear Gauge Safety
- Hazmat
- Critical Structures

Mr. Glalah-Winson has 10 years of experience in construction engineering inspection for construction services for various agencies throughout Florida. He has extensive roadway experience and some bridge experience as a consultant. He has served as a CEI inspector for several construction consultants. He has extensive quality assurance and daily monitoring during all aspects of construction inspection; tracking of quantities; sampling and testing of all construction materials, concrete, and soils; monitoring the reporting of the results into the approved format; utility coordination; and ADA compliance adherence. He has a thorough working knowledge of FDOT construction procedures. His relevant project experience includes:

Mr. Glalah-Winson currently serves as Senior Inspector on the following projects:

Apr. '22- Present: SR 429 Widening from West Road to SR 414, Orlando, FL. *Central Florida Expressway Authority (Contract No. 001809). Senior Inspector.* This 3.4 Mile project includes the widening of the existing four-lane typical section to a six-lane section. The project is the most northern project of the overall 429 Widening program. The 429-153 project consists of widening SR 429 to the inside, widening of four (4) bridges, and fully reconstructing 429 over Ocoee Apopka Road (CR 437A), while constructing a full-depth shoulder for part-time shoulder running (PTSR). The project is designed into five (5) phases that incorporate raising SR 429 five (5) feet over CR 437A while maintaining access through the interchange and SR 429. The engineer's estimate for this construction project is \$124 Million. **Reference: Ben Dreiling, CFX, (407) 690-5313.**

Jul. '20 – Jul. '24: Owner's Representative for I-4/SR 408 Ultimate Interchange and the coordination for the planned Brightline construction along SR 528, FL. *Central Florida Expressway Authority. Inspector.* I-4/SR 408 Ultimate Interchange in downtown Orlando is the largest, most complex and busiest interchange as part of the overall \$2.3 billion I-4 Ultimate widening project. The planned Brightline construction will be built along 19 parallel miles of SR 528 impacting several CFX interchanges, as part of the overall \$3.5 billion Miami-to-Orlando high-speed passenger rail system. JMT represents CFX as the authorized Owner's Representative during the next 3 plus years of planned construction to be completed within CFX jurisdiction on both projects. **Reference: Ben Dreiling (407) 690-5313**

Mr. Glalah-Winson previously served as Senior Inspector on the following projects:

- 2020: Highlands Elementary School Sidewalk, Kissimmee, FL. *DWG, Inc. Senior Inspector. Construction Value - \$ 244K.* Duties included quality assurance and daily monitoring of construction; tracking of quantities; sampling and testing of all construction materials, concrete, and soils; monitoring the results; utility coordination; and ADA compliance adherence.
- 2020: International Drive Sidewalk Project, Kissimmee, FL. *DWG, Inc. Senior Inspector. Construction Value - \$ 236K.* Performed quality assurance and daily monitoring of construction; tracking of quantities; sampling and testing of all construction materials, concrete, and soils; monitoring the reporting of the results; utility coordination; and ADA compliance adherence.
- 2017 - 2020: Osceola Parkway/Victory Way Interchange, Reedy Creek Improvement District, Kissimmee, FL. *DWG, Inc. Inspector. Construction Value - \$65M.* Responsibilities included quality assurance and daily monitoring; tracking of quantities; sampling and testing of all construction materials, utility coordination, and ADA compliance adherence.
- 2018 – 2020: Osceola Parkway/World Drive Interchange, Reedy Creek Improvement District, Kissimmee, FL. *DWG, Inc. Inspector. Construction Value - \$12M.* Performed quality assurance and daily monitoring during all aspects of construction inspection; sampling and testing of all construction materials; monitoring the reporting of the results, utility coordination, and ADA compliance adherence.
- 2015 – 2019: Buena Vista Drive Widening, Slip Ramp and Flyover Bridge, Eastbound, Epcot Center Drive, Pedestrian Bridges and Epcot Interchange, Reedy Creek Improvement District, Orlando, FL. *DWG, Inc. Inspector. Construction Value - \$110M.* Duties included quality assurance and daily monitoring during all aspects of construction inspection; tracking of quantities; sampling and testing of all construction materials; monitoring the reporting of the results; utility coordination; and ADA compliance adherence.
- 2017 - 2019: Shingle Creek Regional Trail Phase 2A, LAP, Kissimmee, FL. *DWG, Inc. Senior Inspector. Construction Value - \$765K.* Provided quality assurance; tracking of quantities; sampling and testing of all construction materials.

William Gibson

JUNIOR INSPECTOR

EDUCATION

High School Diploma

TRAINEE ID

61076

YEARS OF EXPERIENCE

9

TRAINING & CERTIFICATIONS

- CTQP Asphalt Paving L1 & L2
- CTQP Earthwork L1 & L2
- CTQP Final Estimates L1 & L2
- CTQP Aggregate Base Testing Technician
- CTQP Aggregate Testing Technician
- CTQP FDOT Concrete Field Inspector
- LBR Technician
- Qualified Sampler Technician
- MOT Advanced

Mr. Gibson is a dynamic professional with over nine years of experience in CEI and materials, excelling in quality control inspections and data analysis. He has proven ability to adapt quickly, ensuring compliance with rigorous standards. He is certified in Aggregate, Earthwork and Asphalt testing, demonstrating strong technical skills and teamwork. He is recognized for enhancing operational efficiency through independent assurance checks and collaborative efforts.

Mr. Gibson currently serves as Junior Inspector on the following projects:

- Aug. '25 – Present: US 301/SR43 From Manatee County Line to S. of SR 674/ Sun City Center Blvd, Hillsborough County, FL. (FM No: 439833-1-52-01, 439833-1-52-02, 439833-1-56-01). FDOT District 7. Junior Inspector. A federally funded project beginning at the Hillsborough/Manatee County Line at US 301 with an approximate length of 5.67 miles. Improvements include roadway resurfacing, RTL widening, drainage relocation, bridge shoulder widening, joint replacement, shoulder gutters, TL-3 guardrails, and conflicting utility relocation. Construction Value - \$10.1M Reference: Kauser Manzer, Construction Project Administrator D7, (813) 612-3308

Mr. Gibson previously served as Inspector for the following:

- Apr. '24 – Apr. '25: Florida Department of Transportation Districts 1 and 7. Materials Inspector. Mr. Gibson served as a Materials Inspector for the Florida Department of Transportation (FDOT) Districts 1 and 7 aggregate sources and independent assurance teams. His responsibilities included performing quality control plan inspections on ports, terminals and mines. He performed independent assurance checks on technicians and labs in central Florida. Processed data analysis and comparison packages on QC and VT samples collected from various sources for multiple FDOT projects.
- Aug. '16 – Apr. '24: MadridCPWG. CEI Inspector. Mr. Gibson performed field testing for Earthworks, concrete, and asphalt paving. Other responsibilities included: performing lab testing for percolation, Atterberg limits, corrosivity, gradation, -200, reduction, sampling, carbonate, and color. He was the soil lab supervisor and cross trained CEI staff as needed. Mr. Gibson also assisted with nighttime coring operations.

Richard Dovey

DRONE PILOT

EDUCATION

St. Lucie West Centennial High School, Florida, 2005

TRAINEE ID

36129

YEARS OF EXPERIENCE

18

TRAINING & CERTIFICATIONS

- CTQP Final Estimates L1 & L2
 - CTQP Earthwork L1 & L2
 - CTQP Asphalt Paving L1 & L2
 - CTQP FDOT Concrete Field Tech L1 & L2
 - CTQP FDOT Drilled Shaft Inspection
 - CTQP FDOT Pile Driving
 - ACI Field Testing 1
 - ACI Concrete Transportation Inspection (CTCI) L2
 - Nuclear Radiation Safety
 - Stormwater Erosion and Sedimentation Control Inspector
 - Intermediate MOT
 - HAZMAT
 - Critical Structures
 - MSE Wall Inspector - CBT
 - Auger Cast Piles - CBT
 - IMSA Traffic Signal Inspector L1
 - Site Manager CSX Worker Safety Course
 - FEC Safety Certification
 - TRACK Security Course
 - OSHA 1 Hr. Fall Protection
 - Radiation Safety Certificate
 - UAS Pilot (Drone Support)
- Jun. '19 – Apr. '20: SR-732/Jensen Beach Blvd. from US-1/SR-5 to Savannah Rd., Martin County, FL, FDOT District 4 (CA308 | 432348-1-62-01). *Senior Inspector. Reference: Mark Freeman, (772) 429-4904.*
- Nov. '16 – Jun. '19: CEI Services for the Reconstruction of Midway Rd (CR-712) from west of 25th Street to the east of US-1, St. Lucie County, FL, FDOT District 4 (C9P82 | 231440-2-62-01). *Senior Inspector. Reference: John Spivey, (772) 216-4273.*
- Mar. '13 – Nov. '16: I-95 from SR 60/Osceola Blvd. to Brevard County Line, Indian River County, FL, FDOT District 4 (C9605). *Senior Inspector. Reference: Kristopher Kehres, PE, (772) 519-8443.*
- Jan. '12 – Mar. '13: Treasure Coast Operations General Assign (Multiple Projects), Martin County, FL, FDOT District 4 (C9375 | 229964-9-62-01). *Senior Inspector. Construction Value – \$1.4M. Reference: Kristopher Kehres, PE, (772) 519-8443.*
- Feb. '10 – Jan. '12: SR 70 Segment 3 from east of Summerlin Road to east of Bridge # 940113, St. Lucie County, FL, FDOT District 4 (C8H20). *Inspector. Construction Value - \$12.4M. Reference: ChloAnn Lawrence, (772) 429-4866.*
- Feb. '10 – Apr. '10: SR 70 Segment 5, from West of Header Canal Road to McCarty Road, and Shared Use Path Construction to the Turnpike (approx. 7 miles), St. Lucie County, FL, FDOT District 4 (C8H20). *Inspector. Construction Value - \$29M. Reference: ChloAnn Lawrence, FDOT PM (772) 429-4866*

Mr. Dovey is a qualified Senior Roadway and Bridge Inspector with over 18 years of experience providing inspection duties for FDOT Treasure Coast Operations in District 4. He has proficient knowledge in MOT, Asphalt, Earthwork, Structures, Drilled Shaft, Pile Driving, Drainage, Guardrail, Signalization, Lighting, Pavement Markings, Signage, and Environmental inspection, as well as Final Estimates and Materials Certification Preparation. He has experience performing QC testing on various private, County, and FDOT projects, which helps promote a unique rapport and teamwork with the Contractor's staff.

Mr. Dovey is well versed in FDOT Contract Documents and Plans and FDOT programs, including PrC, MAC, Virtual-In-Box, etc. He possesses strong communication skills, and a great work ethic, goes above and beyond, takes ownership of the project, and continually reviews upcoming Contractor activities to ensure that all work is covered. He enforces quality in the field and addresses items of concern with the Contractor, Project Administrator, and Contract Support Specialist. Mr. Dovey is responsible, accountable, and enthusiastic in performing his tasks and takes ownership of the field. He continually exceeds JMT's expectations in his desire to learn and achieve professional knowledge and growth and has been key in completing the Team's projects.

Mr. Dovey currently serves as Senior Inspector on the following project:

- Mar. '22 – Present: Reconstruction of Port St. Lucie Blvd. from Darwin to Alcantarra, St. Lucie County, FL, FDOT District 4 (CAF67 | 431752-6-62-01). *Senior Inspector.* This project includes CEI services for modifying the existing 2-lane undivided to a 4-lane urban roadway on a critical north-south corridor of southern Port St. Lucie. *Construction Value - \$11.5M; Reference: Mark Freeman, (772) 429-4904.*

Mr. Dovey previously served as Senior Inspector on the following projects:

- Aug. '20 – Mar. '22: Continuing Services for CEI with Treasure Coast Operations Indian River, St. Lucie, and Martin County, FL, FDOT District 4 (CA850 | 433735-1-62-01). *Senior Inspector. Contract Value - \$5M. Reference: Kristy Keeler, (772) 429-4895.*
- Oct. '21 – Mar. '22: Glades Cut-off Rd., St. Lucie County, FL. *Senior Inspector. Construction Value - \$3.0M. Reference: Shannon Mieras, (772) 462-2813.*
- Feb. '21 – Apr. '21: CEI Services for North Bridge Aluminum Test Panel, St. Lucie County, FL. *Senior Inspector. Construction Value - \$200K. Reference: Jose Kandarrappallil, PE, (772) 519-2348.*
- Oct. '20 – Feb. '21: 17th Street Bridge Repair, Indian River County, FL, FDOT District 4 (C9M72 | 443135-1-62-01) *Senior Inspector. Reference: Kristopher Kehres, PE, (772) 519-8443.*
- Jun. '20 – Jul. '20: Emergency Roosevelt Bridge Repair, Martin County, FL, FDOT District 4 (C9M72 | 447687-1-61-01). *Senior Inspector. Reference: John Spivey, (772) 216-4273.*
- Apr. '20 – Dec. '20: Hurricane Irma Lighting Replacement, Indian River, FL and Martin County, FL, FDOT District 4 (C9M72 | 443135-1-52-01 & 443223-1-52-01), *Senior Inspector. Reference: Kristy Keeler, (772) 429-4895.*

Lauren Paquette

LAP OVERSIGHT/COMPLIANCE
OFFICER

EDUCATION

Treasure Coast Christian Academy

TRAINEE ID

1000003393

YEARS OF EXPERIENCE

5

TRAINING & CERTIFICATIONS

- CTQP Final Estimates Level 1
- CTQP Final Estimates Level 2
- Familiar with FDOT specifications
- Proficient in Microsoft Word, Excel, Outlook, Quickbooks, Blue Beam, Adobe

Ms. Paquette has more than five years of experience as an administrative professional and Assistant Contract Support Specialist. Her strong organizational, planning, and interpersonal skills allow her to complete multiple assignments in a timely manner. Her professional background also includes assisting with contract administration, maintenance operations management, and general office administration.

Mar. '25 – Present: SR 5/US-1 from N of SE Fischer Street to N of SE Decker Avenue, Martin County, FL and SR 716/Port St Lucie Boulevard and SR 5/US-1 from W of SE Shelter Drive to SR 5 and from S of Martin/St Lucie Co Line to SR 716, FDOT District 4 (447649-1-52-01 & 446376-1-52-01, 447652-1-52-01). Assistant Contract Support Specialist. The improvements under this contract include repaving and restriping, bicycle lane widening, lighting improvements at all signalized intersections, upgrading ADA ramps, pedestrian signals, and signing and pavement markings. *Construction Values - \$7.5M and \$6.8M; Durations – 378 days and 476 days. Reference: Don Larson, FDOT Project Manager (772) 828-1789.*

Jan. '25 – Present: Tom Mackie Blvd. and Marshall Pkwy. Phase 4, Port St. Lucie, FL. Resident Compliance Specialist. JMT is providing CEI services to the City of Port St. Lucie to construct a new roadway extension to the current Anthony F. Sansone Blvd. Extension Phase 3 in Tradition that provides access for future commercial development. The improvements consist of approximately 1 mile of 2-lane construction with both a center bi-directional lane

and curbed landscaped medians, paved shoulders and turn lanes, 8' and 12' sidewalks at each ROW, a closed drainage system, J-drain edge drains behind all F-curb, water and gravity sewer as well as a new lift station. *Construction Value – \$8.5M; Duration – 320 Days. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*

Apr. '24 – Aug. '25: SR-60 Resurfacing, Indian River County, FL. FDOT District 4 (CAR35 | 447647-1-62-01). Assistant Contract Support Specialist. This project includes CEI services for milling and resurfacing, keyhole widening, and minor drainage improvements along SR-60 from west of CR-512 to west of 94th Ave. The project also includes construction of ADA ramps, signalization improvements, ITS upgrades, installation of two traffic monitoring sites, signage, pavement markings, utility adjustments, and ground-in rumble strips. *Construction Value - \$11.2M; Duration – 245 days. Reference: Joshua Baker, Treasure Coast Operations Project Manager, (772) 429-4930.*

Feb. '23 – Dec. '24: Treasure Coast Operations Center Continuing CEI Consultant Construction Support, FL. FDOT District 4 (C9M72 | 43373226201). Assistant Contract Support Specialist. As part of JMT's general assign contract with Treasure Coast Operations Center (TCOPS), Ms. Paquette is currently providing quality control reviews on PSSP and EDMS documents for all roadway and bridge construction projects at TCOPS. She also provides Assistant Contract Support Specialist services on Task Work Order assignments including the recent SR-615; Ave. Q to St. Lucie Blvd. Resurfacing project (FIN 443997-1) with Marla Hewson, TCOPS Project Manager. Ms. Paquette also assists TCOPS with other tasks as needed. **Reference: Kristy Keeler, CPM, FDOT Project Manager (772) 429-4895**

Aug. '22 – Feb. '23: Johnson, Mirmiran & Thompson, Corporate Office. Contract Coordinator, Florida CEI Training Coordinator (As Needed). As Contract Coordinator for JMT's Florida CEI division, Ms. Paquette assists with preparing and reviewing contracts with JMT's Clients. As Training Coordinator for JMT's Florida CEI division, Ms. Paquette tracks the expirations of staff certifications and ensures that all staff have the required certifications and are regularly trained in accordance with the CTQP requirements shown in the scope of services for JMT's active CEI contracts.

May '10 – Oct. '13: Gene's Striping, Fort Pierce, FL. Administrative Assistant. Ms. Paquette worked directly with the Contracts Administrator, assisting with various FDOT contracts on conventional and maintenance contracts throughout Florida. Specifically, Ms. Paquette's responsibilities included:

- Assist with reviewing direct contracts with FDOT
- Assist with reviewing direct contracts with contractors
- Assist with job costing spreadsheets for all projects
- Assist with processing of all accounts receivables
- Process all accounts payables
- Monitor and ordered materials required
- Obtain material certifications for projects and submitted material samples as needed
- Maintain project record filing system

A. Lee Watts III, PE

QA/QC REVIEW TEAM (QART)

EDUCATION

B.S. / Civil Engineering, Auburn University, 1982

REGISTRATION

Professional Engineer:
Florida 38866

Alabama 29857-E

Georgia PE 033450

TRAINEE ID

22674

YEARS OF EXPERIENCE

41

TRAINING HISTORY & CERTIFICATIONS

- CTQP QC Manager
- ATTSA Advanced MOT
- SBCCI Building Inspector
- Critical Structures Construction
- Experience with Suretrac, P3 & Primavera P6 Professional Scheduling Programs

Mr. Watts' 41 years of CEI experience includes roadway and bridge construction projects for FDOT Districts 1, 2, 3, 4, 7, and Turnpike. His unique expertise includes conventional and design-build contract administration on extensive interstate/toll facilities, claim analysis and resolutions, CPM scheduling, project constructability issues, specialized maintenance of traffic alignments, and DRB proceedings. In addition to his proven technical performance on signature projects along I-75 and I-95, Mr. Watts' proactive management approach and dedication to client service have been instrumental to his success on numerous FDOT contracts.

Mr. Watts currently serves as Senior Project Engineer on the following projects:

- Mar. '24 – Present: West Midway Rd./CR-712 from West of Jenkins Rd. to Selvitz Rd., St. Lucie County, FL, FDOT District 4. (FPID: 231440-5-62-01; 231440-5-66-01 | FDOT Contract: CAP97). *Sr. Project Engineer. Construction Value - \$23M. Reference: Marla Hewson, FDOT District 4, Project Engineer, (772) 349-6718.*
- Sep. '23 – Present: Port St. Lucie Blvd. From Darwin Blvd To Gatlin Blvd. (City Contract No: 2020007, City Project No 20160085, FDOT FM 431752-4-54-01), Port St. Lucie, FL. *Sr. Project Engineer. Construction Value - \$8M. Reference: Tom Salvador 772-370-5821.*

Mr. Watts previously served as Senior Project Engineer on the following projects:

- Jan. '24 – Feb. '25: CR-714/SW Martin Hwy. Resurfacing Project, Okeechobee, FL, Martin County (FPID: 444268-1-54-01/02 | FDOT Contract: G2L02). *Sr. Project Engineer. Construction Value - \$1.844M. Reference: Keith Baker, PE, Martin County, Project Engineer, (772) 463-2848.*
- Jan. '22 – Mar. '24: CEI Services for St. Lucie West Blvd. at SR-9/I-95 from Champions Way to Peacock Blvd., St. Lucie County, FL, FDOT District 4 (CAF67 | 435337-1-52-01). *Sr. Project Engineer. Construction Value - \$15.5M. Reference: Marla Hewson, Treasure Coast Operations Project Manager, (772) 349-6728.*
- Dec. '17 – Apr. '23: Direct Connect Ramps to/from I-4 (SR-400) and Turnpike Mainline (SR-91) (Design-Build), Orange County, FL. Florida's Turnpike Enterprise (C9X48 | 437166-2-52-01 & 437987-1-52-01). *Sr. Project Engineer. Construction Value - \$83M. Reference: Monica Sweeney, PE Project Manager (352) 890-0654.*
- Mar. '17 – Jun. '18: I-95 from SR-60/Osceola Blvd. to Brevard County Line, Indian River County, FL. FDOT District 4 (C9605 | 41304926201). *Project Manager. Construction Value - \$55M. Reference: Kristopher Kehres, PE, TCOPs Project Manager, (772) 519-8443.*
- Jun. '15 – Mar. '17: CEI Services for SR-786/PGA Boulevard from SR-710 to West of Florida's Turnpike (Design-Build), Palm Beach County, FL. FDOT District 4 (C9J82 | 229396-2-62-01). *Sr. Project Engineer. Construction Value - \$9.5M. Reference: Melanie Straub, PE, FDOT D4 PBOPS (561) 432-4966*
- Mar. '15 – Jun. '16: CEI Services for CEI Group 15-E, Tallahassee, Leon County, FL. FDOT District 3 (C9H23 | 42696116201, 42696116202, 42873916201, 42873916202, 42873916203), *Sr. Project Engineer. Construction Value - \$2M. Reference: Tony Walters, FDOT Project Manager, Midway Operations Center (850) 694-5112.*
- Oct. '14 – Mar. '17: Veterans Expressway Widening, Tampa, FL. Florida's Turnpike Enterprise (C9A26 | 406151-1-62-01). *QA/QC Officer. Construction Value - \$46M. Reference: Fernando Gomez, Project Manager (407) 468-7909.*
- Sep. '14 – Dec. '15: District 5 Maintenance Personnel Support Services, Lake Mary, FL. FDOT District 5 (CR5310 | 435504-1-72-01). *QA/QC Officer. Construction Value - Various; Reference: Miguel Melendez, Project Manager (386) 943-5292.*

Luke Brolmann, PE

QA/QC REVIEW TEAM (QART)

EDUCATION

B.S./Civil Engineering, University of North Florida, 2011

A.A./Engineering, Indian River State College, 2008

REGISTRATION

Professional Engineer: FL 82308

TRAINEE ID

47372

YEARS OF EXPERIENCE

13

TRAINING & CERTIFICATIONS

- CTQP Earthwork Construction Inspection – L1 & L2
- CTQP Final Estimates – L1 & L2
- CTQP Asphalt Paving – L1 & L2
- CTQP QC Manager
- Advanced MOT
- ACI Field Testing Tech 1
- IMSA Traffic Signal Tech L1
- Nuclear Safety Certification
- HAZMAT
- NRMCA Pervious Concrete Tech
- Critical Structures
- Auger Cast Pile Inspector
- MSE Wall Inspector
- Radiation Safety Officer
- OSHA 10 Hr. Safety & Health
- Stormwater Erosion and Sedimentation Control Inspector
- TRACK Security Awareness

Mr. Brolmann is a hardworking, growth-driven, and highly focused civil engineer with excellent problem-solving, analytical, management, and organizational skills. He can work independently as well as on a team with complex projects. He has progressed from Inspector to Project Administrator and Senior Project Engineer over the past 12 years on FDOT and Treasure Coast Operations roadway and bridge projects due to his keen eye for detail and professionalism. He has experience in managing projects with State, Federal, LAP, ARRA, and Local funding. He is well-versed in FDOT programs such as PrC and MAC and also exceeds in written, oral, and technical communication. Through his engineering internship, Mr. Brolmann gained technical expertise in the design of transportation/civil projects and can bring a unique perspective to CEI projects. He also has experience on the contractor's side on vertical construction projects.

Mr. Brolmann currently serves as Project Manager on the following projects:

- Aug. '24 – Present: St. Lucie West Blvd. and Peacock Blvd. Intersection Improvements Project, Port St. Lucie, FL. *Project Manager. Construction Value – \$3.7M. Reference: Everett Tourjee, City of Port St. Lucie Project Manager, (772) 873-6334.*
- Nov. '23 – Present: Torino Parkway Improvements Project, Port St. Lucie, FL. *Project Manager. Construction Value – \$2.2M. Reference: David Epperson, City of Port St. Lucie Project Manager, (772) 344-4319.*
- Jan. '22 – Present: Reconstruction of Port St. Lucie Blvd. from Darwin to Alcantarra, St. Lucie County, FL, FDOT District 4 (CAF67 | 431752-6-62-01). *Project Administrator. Construction Value – \$11.5M. Reference: Mark Freeman, Treasure Coast Operations Project Manager, (772) 429-4904.*

Mr. Brolmann previously served as Project Manager for the following projects:

- Jan. '24 – Aug. '25: SR-60 Resurfacing, Indian River County, FL. FDOT District 4 (CAR35 | 447647-1-62-01). *Senior Project Engineer. Construction Value – \$11.2M. Reference: Joshua Baker, Treasure Coast Operations Project Manager, (772) 429-4930.*
- Feb. '24 – Dec. '24: Melville Drainage improvements PH-II Project, St. Lucie County, FL. St. Lucie County. *Project Manager. Construction Value – \$1.3M. Reference: Gary Franklin, Project Manager, (772) 462-1192.*
- Jul. '23 – Oct. '24: Bayshore Blvd. at Lakehurst Dr. Intersection Project, Port St. Lucie, FL. *Project Manager. Construction Value – \$684K. Reference: Paul Johnson, City of Port St. Lucie Project Manager, (772) 871-5182.*
- Jul. '23 – Dec. '23: Gatlin Blvd. Adaptive Signal Project, Port St. Lucie, FL. *Project Manager. Construction Value – \$480K. Reference: Paul Johnson, City of Port St. Lucie Project Manager, (772) 871-5182.*
- Jan. '23 – Jul. '23: Header Canal Rd. Resurfacing Project, St. Lucie County, FL. St. Lucie County. *Project Manager. Construction Value – \$3.2M. Reference: Shannon Mieras, Project Manager, (772) 462-1813.*
- Jun. '22 – Apr. '23: Alcantarra Blvd. Sidewalk Project, Port St. Lucie, FL. *Project Manager. Construction Value – \$474K. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*
- Aug. '17 – Dec. '21: Reconstruction of Midway Road (CR-712) from west of 25th Street to East of US 1, St. Lucie County, FL FDOT District 4 (C9P82 | 231440-2-62-01). *Project Administrator. Construction Value – \$31.4M. Reference: John Spivey, Treasure Coast Operations Project Manager, (772) 216-4273.*
- Feb. '22 – Apr. '22: Indian River Dr. Traffic Calming Project, St. Lucie County, FL. St. Lucie County. *Project Manager. Construction Value – \$1.0M. Reference: Shannon Mieras, Project Manager, (772) 462-1813.*
- May '16 – Aug. '17: SR-9/I-95 over Gatlin Boulevard and SR-9/I-95 over CR-712 Midway Road, St. Lucie County, FL. FDOT District 4 (C9P25 | 436646-1-62-01). *Project Administrator. Construction Value – \$8.2M. Reference: Marla Hewson, Treasure Coast Operations Project Manager, (772) 349-6728.*
- Jul. '14 – Sep. '16: SR-710/Beeline Highway, Martin County MP 2.00 to MP 12.60, Indiantown, FL, Martin County, FL. FDOT District 4 (C9L68 | 432707-1-62-01). *Senior Inspector/Assistant Project Administrator. Construction Value – \$6.9M. Reference: Chad Rucks, PE, Treasure Coast Operations Project Manager, (772) 429-4938.*
- Jul. '13 – Jul. '14: SR-5 (US-1) Resurfacing, Martin County, FL. FDOT District 4 (C9A94 | 427023-1-62-01). *Senior Inspector. Construction Value – \$4.4M. Reference: Kristopher Kehres, PE, Treasure Coast Operations Project Manager, (772) 519-8443.*

Wesley Kraft, EI

QA/QC REVIEW TEAM (QART)

EDUCATION

B.S. / Civil Engineering, University of South Florida, 2013

A.A. / Indian River State College, Ft. Pierce, FL, 2012

REGISTRATION

Engineering Intern: FL 100017836

TRAINEE ID

50988

YEARS OF EXPERIENCE

11

TRAINING & CERTIFICATIONS

- QC Manager
- Asphalt Paving L1 & L2
- Final Estimates L1 & L2
- Earthwork L1 & L2
- ACI Field Testing Tech 1
- FDOT Concrete Field Tech L1
- Intermediate MOT
- IMSA Traffic Signal Inspector L1
- Fiber Optics Technician
- Drilled Shaft
- Pile Driving
- Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Radiation Safety
- Auger Cast Pile
- MSE Wall
- Critical Structures
- Silica Training
- MRP Specialist Training
- HAZMAT
- TRACK – Security Awareness

Mr. Kraft has over 11 years of experience working on Florida Department of Transportation projects in Districts 1, 4, and 5 providing CEI services. He also has extensive experience managing projects with local municipalities on a wide variety of scopes including water quality treatment, reconstruction and widening, bridge replacement and maintenance, and managing above ground impoundment compliance with SFWMD and The City of Port St. Lucie. He has experience in many aspects of roadway construction, including earthwork, asphalt, drainage, CIP box culverts, drilled shafts, pile driving, overhead sign structures, MSE walls, and concrete Class I bridges. Mr. Kraft is experienced with the various department-utilized systems such as Citrix, Materials Acceptance System, Project Solve Sharepoint System, and others used to input, process, and store department and project-specific information.

Mr. Kraft currently serves as Project Manager on the following projects:

- Dec. '24 – Present: CEI Services for Floresta Dr. Phase III Reconstruction, St. Lucie County, FL. City of Port St. Lucie. *Deputy Project Manager. Construction Value – \$50.9M. Reference: Thomas Salvador, CPll, CPWP-S, City of Port St. Lucie Project Manager, (772) 871-5187.*
- Oct. '24 – Present: Tom Mackie Blvd. and Marshall Pkwy. Phase 4, Port St. Lucie, FL. *Project Manager. Construction Value – \$8.5M. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*
- Nov. '23 – Present: Anthony F. Sansone Sr. Blvd. Phase 3 Extension, Port St. Lucie, FL. *Project Manager. Construction Value – \$10.3M. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*

Mr. Kraft previously served as Project Manager on the following projects:

- Apr. '24 – Jul. '25: Keen Rd. over Taylor Creek Bridge Replacement (940037), St. Lucie County, FL. *Project Manager. Construction Value - \$6.6M. Reference: Michael Harvey, EI, Project Manager, (772) 216-2586.*
- Dec. '23 – Aug. '24: SR 70 Pedestrian Bridge Rehabilitation, St. Lucie County, FL. *Sr. Project Administrator. Construction Value - \$342K. Reference: Michael Harvey, EI, Project Manager, (772) 216-2586.*
- Jun. '23 – Nov. '23: CEI Services for Bell Avenue Sidewalk, St. Lucie County, FL. *St. Lucie County. Project Manager. Construction Value – \$251K. Reference: Edmund Bas, P.E., Assistant County Engineer, (772) 216-0142.*
- Sep. '22 – Apr. '24: Floresta Dr. Phase II Reconstruction, St. Lucie County, FL. *City of Port St. Lucie. Assistant Project Manager. Construction Value – \$29.9M. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*
- Aug. '22 – June '24: Edwards Rd. Reconstruction, St. Lucie County, FL. *Assistant Project Manager. Construction Value - \$6.7M. Reference: Michael Harvey, EI, Project Manager, (772) 216-2586.*
- May '22 – Nov. '22: St. Lucie County Bridge Repairs (Project 18501 PH II, 11 Mile Rd over 10-Mile Creek), St. Lucie County, FL. *Project Manager. Construction Value – \$541K. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*
- Aug. '19 – Sept. '24: McCarty Ranch Water Quality Restoration Project (Area 2, Area 3, Area 4, and Area 5), City of Port St. Lucie, FL. *Project Manager. Construction Value \$1.9M; Duration – 210 Days, \$2.01M; Duration – 222 Days, \$2.5M – Duration 210 Days; respectively. Reference: Carlos Camacho, PE – Port St. Lucie Utilities Dept. (772) 579-0734.*
- Mar. '22 – Sept. '22: SW Import Drive Sidewalk Phase I, Port St. Lucie, FL. *Project Manager. Construction Value – \$645K. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*
- Sep. '20 – Sept. '22: Floresta Dr. Phase I Reconstruction, St. Lucie County, FL. *Assistant Project Manager. Construction Value – \$12M. Reference: Heath Stocton, PE, Assistant Public Works Director, (772) 370-8203.*
- Jun. '20 – Nov. '20: St. Lucie County Bridge Repairs (Bridge No. 940037 – Keen Rd. and Bridge No. 940043 – Taylor Dairy Rd.), St. Lucie County, FL. *Project Manager. Construction Value – \$515K. Reference: Michael Harvey, EI, Project Manager, (772) 216-2586.*
- Nov. '19 – Jan. '19: Darwin Bridge Rehabilitation, City of Port St. Lucie, FL. *Project Administrator. Reference: Thomas Salvador, City of Port St. Lucie PM (772) 871-5187*
- Jun. '19 – Dec. '19: Southbend Boulevard Sidewalk (Contract #20190049), City of Port St. Lucie, FL. *Project Manager. Construction Value – \$234K. Reference: Frank Knott, PM, City of Port St. Lucie (772) 344-4290.*

1 | Wesley Kraft, EI – QA/QC Review Team (QART)



Marcus Grant

Senior Inspector



EXPERIENCE SUMMARY:

Marcus Grant has over 18 years of experience working in the FDOT Construction Material Testing industry and specializes in the area of asphalt inspection testing and reporting, earthwork sampling, testing and reporting, concrete sampling and testing as well as creating and maintaining a CMEC accredited lab for over 12 years. He has a thorough understanding of FDOT specifications, and construction procedures. He has successfully completed numerous asphalt, earthwork and concrete construction projects that included sampling, testing, and plant verification work. Marcus Grant also has extensive laboratory testing experience including aggregate, soils, and concrete.

PROJECT EXPERIENCE:

SR17 & Arbuckle Creek Rd, Highlands County

January 2019 – March 2019

FIN: 433202-1-52-01

CEI Inspector

This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Grant provided CEI VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.

Tim Dewitz, Project Administrator, FDOT Bartow Operations Center:
(863) 519-4100; Cell (863) 272-4915

FDOT D1 & D7 VT Asphalt Plant Inspection

October 2017 to Present

Asphalt Plant Inspector

Marcus provides Asphalt Plant VT inspection services for projects in both District 1 and District 7. These services include all inspection, testing and reporting required for Hot Mix Asphalt that is to be incorporated into FDOT construction projects.

Keneth Collier, FDOT District 1 & 7 District Bituminous Supervisor,
Office: (863) 519-4249

CEI Group 160, District 5 Maintenance Phase Projects

February 2020 to March 2021

FIN: 444000-1-72-10 (E5V74)

CEI Inspector

For this maintenance project, Marcus has been responsible for verifying all personnel and equipment on-site, confirming MOT set-up, video documenting the desilting process, and verifying that all pipe runs have been properly desilted per the project plans. Marcus is also responsible for updating the project worksheet, and notating operational changes not identified in the plans; as well as completing daily DWR on Site Manger.

KNavarro, Construction Project Administrator, Office: (407) 278-2729



Education

Lake Gibson High School Graduated in 2002

TIN#

G65354183

Certifications

CTQP Earthwork Construction Inspector Level I & II
CTQP Concrete Lab Testing Technician Level I
CTQP Concrete Field Technician Level I
CTQP FDOT Concrete Field Inspector Specification
CTQP Asphalt Plant Technician Level I & II
CTQP Asphalt Paving Technician Level I & II
CTQP LBR Testing Technician
CTQP Aggregate Testing Technician
CTQP Aggregate Base Testing Technician
CTQP Qualified Sampler Technician
CTQP Final Estimates Level I & II (Renewal Pending)
CTQP QC Manager
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection
ACI Concrete Field Testing Technician
ACI Concrete Laboratory Testing Technician Level 1
ACI Concrete Laboratory Testing Technician Level 2
ACI Concrete Strength Testing Technician
ACI Aggregate Base Testing Technician
ACI Aggregate Testing Technician Level 1
RSO
Nuclear Gauge Safety
MOT Advanced

Anthony Brown

Senior Inspector



EXPERIENCE SUMMARY:

Mr. Brown has 10 years of experience (5 as a Sr Inspector) working in the FDOT CEI industry since 2014 and specializes in multiple areas of construction inspection, including: asphalt plant inspection, earthwork, concrete, asphalt paving, drilled shaft inspection, and pile driving inspection. He maintains an exemplary understanding of FDOT specifications and construction procedures and has worked directly out of the District 1 Materials Office as a consultant. He has successfully completed numerous FDOT projects that included sampling, testing, and reporting; and is highly familiar with both MAC and Site Manager Mr. Brown also has extensive laboratory testing experience including aggregate, soils, and concrete.

PROJECT EXPERIENCE:

433202-1-52-01

State Road 17, Highlands County

November 2018 – January 2019

Senior Inspector

This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Brown provided CEI Senior VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.

Grayson O’Cain, Project Administrator, FDOT Bartow Operations Center:
(863) 519-4100; Cell (863) 272-4972

418403-2-52-01

State Road 600, Osceola County

July 2016 – November 2018

Field Inspector

This project consisted of the reconstruction of US92/ SR600 in Kissimmee, Florida. Mr. Brown provided CEI VT Inspection services for this project. His duties include Earthwork, Drilled Shafts, Signals, Storm Sewer, Concrete, Thermo, Asphalt Paving inspection and verification testing.

Kris Morgan, Jacobs Project Administrator, (813) 614-3776

FDOT District 1 Materials – Pavement Assessment Specialist

December 2019 – Current

Pavement Assessment Specialist

This project consisted of conducting roadway field reviews of existing pavement to assist in project design. Duties include taking detailed notes of existing deficiencies, documenting existing conditions through video/pictures, and producing field reports. Other duties included pavement coring and reviewing cores collected by department consultants.

Taylor Smith, Pavement Evaluation Engineer, (863) 519-4221



Education

Auburndale High School 2006
Everest University 2007 to 2008
Polk State 2008 to 2009
Army 2010 to 2013

TIN#

B65001988

Certifications

CTQP Earthwork Construction Inspector I & II
CTQP Concrete Field Technician I
CTQP Asphalt Plant Technician I & II
CTQP Asphalt Paving Technician I & II
CTQP Final Estimates I & II
CTQP Drilled Shaft Inspection
CTQP Driven Pile Inspection
ACI Concrete Field Testing Technician I
ACI Concrete Laboratory Testing Technician I
ACI Concrete Transportation Construction Inspector
FAA Airfield Pavement Inspection
Qualified Stormwater Management Inspector
Concrete Batch Plant Inspector
IMSA Signals Inspector
IMSA Signals Technician
Nuclear Gauge Safety
MOT Advanced
QC Manager
Critical Structures Construction Issues

Michael Kulick

Field Inspector / Laboratory Technician



Mr. Kulick has 22 years of experience in the materials testing and inspection industry, including more than 8 years of experience in Earthwork Construction Inspection. Mr. Kulick is also experienced in permeability test sampling for detention ponds, seasonal high and actual water table evaluations, as well as wetland reclamation development projects. Additionally, Mr. Kulick specializes in the laboratory testing of concrete and soils and has maintained lead roles in both materials and soils laboratories; overseeing up to 3 laboratory technicians while monitoring testing data, compiling reports, and keeping the lab equipment running and calibrations organized. Further, Mr. Kulick has participated in a leadership role for a department consisting of 10 to 15 field technicians; conducting new hire training and providing mentorship support. Lastly, Mr. Kulick possesses a strong knowledge of Geotechnical and Environmental drilling and has approximately 5 years of experience in this area.

Project Experience

Triple Creek Phases P, Q, R, & O – Hillsborough County, FL (2021 – 2023)

Mr. Kulick's duties on this project consisted of de-grubbing / de-watering and mass grading construction oversight and compaction testing on underground civil utilities in wetland impact zones and non-wetland impact zones. Each phase of this project consisted of more than 275 residential lots. Mr. Kulick provided oversight on pond excavations for compliance with SWFWMD regulations, aquifer / wetland impact mitigation, deep zone de-mucking operations and laboratory testing.

Kearney Companies, Project Managers: Sherry Spurlock (863-221-0230) & Chris DeFreise (813-486-2981)

Gateway Expressway – Sarasota, FL (2022 -2024)

Mr. Kulick was the Concrete Transportation Construction Inspector (FDOT Concrete Level 2 Inspector) for bridge deck on-ramps and overpasses for this project.

UES Tampa FDOT Department, QCM: Mohammed Hansoon (813-510-8434)

Project Angeline – Pasco County, FL (2020 – 2022)

Mr. Kulick's duties on this project consisted of de-grubbing / de-watering and mass grading construction oversight and compaction testing on underground civil utilities in wetland impact zones and non-wetland impact zones. Mr. Kulick provided oversight on pond excavations for compliance with SWFWMD regulations, as well as aquifer / wetland impact mitigation on this 6,200 acre project, which consisted of FDOT, commercial and residential phases of construction.

RIPA Construction, Project Manager: Dylan Flynn (352-232-7276)

Lowes Hardware Store Distribution Center – Plant City, FL (2019 – 2022)

This project included the site development of a 1.2 million sf tilt wall constructed warehouse, with 30 percent of the proposed building slab and parking area's footprint located within a wetland area. Mr. Kulick provided de-watering and de-mucking oversight (obtaining samples for laboratory testing), as well as mass grading construction inspection and oversight and compaction testing for the building footprint and underground storm and civil utility construction and installation.

Tiger Contracting, Project Manager: Eric Stanton (813-326-4655)

Selmon Expressway Extension over Gandy Blvd – Tampa FL (2016 – 2018)

Mr. Kulick was part of the drilling staff for conducting preliminary geotechnical exploratory borings and collecting samples of material for laboratory processing, as well as collecting rock cores for project engineer review.

Madrid Engineering Group, Inc., Project Manager: John Delashaw (813-731-3498)



Years of Experience

- 22 years

Education

- Central Florida Marine Institute – Graduated May 2001

Certifications

- Nuclear Gauge Safety Certified
- CTQP Earthwork Construction Inspection Level 1
- CTQP Aggregate Testing Technician
- ACI International Concrete Transportation Construction Inspector (Concrete Field Inspector Level 2)
- CTQP Concrete Field Inspector Level 1
- CTQP Concrete Lab Technician
- CTQP LBR Technician
- Certified Concrete Batch Plant Operator

4 INTERACTION WITH COUNTY AGENCY STAFF



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to WANDA WAY

DUE DATE: SEPTEMBER 17, 2025



4 | Interaction with County and Regulatory Agency Staff

JMT's CEI team is committed to minimizing claims for time and money through **proactive communication, early issue identification, and collaborative problem-solving**. Our approach is built on years of experience managing complex infrastructure projects and is designed to foster transparency, accountability, and responsiveness from day one. Our approach of **Preparing, Planning, and Executing** has been the key to our past project successes. No project is too large or too small to skip any of the phases and we often start planning and executing on specific project components as we advance towards project completion.

Before we start any project, we **Prepare** by thoroughly reviewing all available project documents including executed agreements, Approved for Construction (AFC) Plans, Utility Work Schedules, bid documents, etc. This is critical in our efforts to minimize claims as we establish a ledger of commitments, contract discrepancies, and risk-related activities. Upon award by the County to the selected contractor, we would establish clear expectations through **Pre-Construction and Partnering Meetings**, where we review contract documents, define roles, and expand on potential contract risks as a project Team. These meetings allow us to align with the contractor and stakeholders on goals, responsibilities, and anticipated challenges. We also initiate a **Design Hand-Off Meeting** to address constructability concerns early and ensure the CEI team is fully informed of design intent. We create and maintain our ledger that identifies levels of responsibility, correlating to descriptive action items with required resolution dates. Our experience allows us to look ahead at project activities to ensure any contract changes don't create other impacts.

Throughout the project life cycle, we **Plan and Execute** all project components. Our Team conducts **Pre-Activity Meetings and weekly Progress Meetings, daily field coordination, and real-time communication** via phone calls, text threads, and email recaps. We are also not afraid to pick up the phone and have "**difficult discussions**" with the Contractor, so expectations are not lost in written communication. This ensures that issues are addressed promptly and that all parties remain informed. We participate in morning "**tailgate**" meetings with the contractor's field staff to ensure we have a clear expectation of the daily operations and to provide input and reminders on field conditions, materials, or operations that may require extra attention. We utilize **FaceTime, Teams, and GoPro video documentation** to bring field conditions directly to decision-makers, reducing delays caused by miscommunication or lack of visibility. Our team is trained to resolve issues at the lowest level possible, using a structured **Escalation Matrix** when necessary. We maintain an **Incident Log and Action Item Tracking System** to document concerns, assign responsibilities, and monitor resolution timelines. This system ensures that no issue is overlooked and that corrective actions are implemented efficiently. We are comfortable providing field directives on noncomplex

We also leverage **CPM Schedule Updates and Look-Ahead Schedules** to anticipate conflicts and coordinate work activities. Our team cross-references these schedules with field observations to identify potential delays and recommend adjustments before they impact the critical path. We utilize Primavera P6, Claim Digger, and Ron Winter's Schedule Analyzer to dive into the schedule details and provide constructive feedback to the contractor for clarification or correction. We also conduct ongoing **constructability plan reviews**, identifying and resolving design conflicts before they affect progress. Our "boots on the ground" inspectors are trained to spot issues early and collaborate with the contractor to develop practical solutions. We maintain a "redline" set of plans to track field adjustments and ensure accurate as-built documentation. We work closely with the contractor to refine schedule logic, activity durations, and advance project activities to ensure the schedule remains realistic and achievable, and most importantly – on time. Another example of how we assist the contractor is by creating a living document of deficiency items from Day 1 of the contract. On challenging construction projects, it can be difficult to remember minor details a year into the project if they are not well documented and tracked. We share the deficiency list with the Contractor weekly so they can address items, particularly if they are subcontractor items, prior to demobilizing from the site. It also opens a dialogue about the deficiency if the Contractor feels that it meets the intent of the plans. This way, we discuss the items early enough in the contract so there is an acceptable plan for resolution prior to Final Acceptance.

Our commitment to **thorough documentation and proactive issue resolution** is a cornerstone of our claim mitigation strategy. Our Team is well versed in document management systems and uses our interactive Sharepoint system for all project document management. We make every effort to mitigate impacts to project time and money; however, we do understand that claims are an inevitable part of construction and therefore, our Team emphasizes the need to protect our client's best interest while enforcing contract requirements. We maintain detailed



Daily Work Reports, photo logs, and correspondence records that provide a clear, factual account of all project activities. These records are not only essential for tracking progress and verifying quantities – they are also critical in defending against unjustified claims. In four recent Dispute Review Board (DRB) hearings representing FDOT, our Team's site source documents, coordination correspondence, etc. were instrumental in securing "No Entitlement" rulings by the Board, protecting the client from over \$1 million in potential liabilities.

By combining **real-time communication, field-tested documentation systems, and a culture of accountability**, JMT ensures that claims are minimized and that the project stays on track. Our approach protects the interests of the County and taxpayers while fostering a collaborative environment that supports contractor success.

5 TIMELY COMPLETION OF PROJECTS



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

DUE DATE: SEPTEMBER 17, 2025



5 | Timely Completion of Projects

The JMT Team is available and has the capacity, technical expertise, range of services, and uniquely qualified personnel to provide Polk County with all the required services for this contract. **In addition, we are currently finishing assignments under our other CEI Contracts, which will ultimately release staff back into the candidate pool should additional staff be required on this contract.** Our availability means you can expect stellar responsiveness, quality service, and projects delivered ahead of schedule and under budget. All the key personnel are ready to begin work immediately.

Current Workload and Staff Availability: JMT's workload over the next 12 months varies based on position but generally consists of a few key projects, with some in the final stages of construction and some beginning construction. With all these projects located in the same general area, it is an ideal situation when it comes to assigning roles and supporting this assignment, as it guarantees the availability of quality personnel. **Our Team will be available for this contract before the anticipated start date of January 2026.**

Steven Haines, PE, LEED AP, Senior Project Engineer, is currently 40% available. Additionally, his current time for CEI contracts is typically limited to a few hours per week per assignment, which presents an opportunity to provide dedicated management to this contract, detailed staff oversight, and general CEI Management for JMT statewide. His intimate knowledge of the JMT CEI FL framework is key to managing this contract and reducing future workload.

Ubaldo Rodriguez, PE, Project Administrator, is currently 80% available at the time of this submission, which will give him plenty of time to administer this project while ensuring utility relocations are resolved. He is committed to being available 24/7 during the life of this project and will be proactive throughout the life of the project to ensure successful Final Acceptance.

Also, the general practice for CEI is that the Inspection staff is routinely dedicated to one or two assignments, which, once completed, means that the staff is fully available for the next opportunity. This is the case with most of our staff over the next year, particularly considering the timing of the execution of this contract. We anticipate our staff with less than 100% availability changing to 100% when their assignments are completed. Steven will get the contract kicked off quickly and will be immediately available for this contract. Our field and compliance staff of Dennis Glalah-Wilson, William Gibson, and Lauren Paquette are currently available and eager to start this assignment. Below is a summary of our team's key staff availability:

Key Staff	Position	Current Primary Assignment	Date Available	% Available
Steven Haines, PE, LEED AP	Senior Project Engineer	Various	Immediately	40%
Ubaldo Rodriguez, PE	Project Engineer	US 301/SR 43	Immediately	80%
Dennis Glalah-Winson	Senior Inspector	SR 429 Widening	October '25	100%
William Gibson	Inspector	N/A	Immediately	100%
Lauren Paquette	LAP Oversight/Compliance	Various	Immediately	40%
Richard Dovey	Drone Pilot	Various	Immediately	30%

Backup Staffing Plan: JMT's experience with CEI contracts throughout the state is second to none. We have learned from our recent experience that staffing for these contracts is critical to deliver projects on time and within budget. We have multiple plans in place to address unforeseen circumstances. As shown in the chart below, we have JMT back-up staff available if something should arise:

Back-Up Staff	Position	% Available
Luke Brolmann, PE	Project Engineer	50%
Todd Shatuck, PE	Project Administrator	100%
Steve Straily	Senior Inspector	100%
Chris Cortez	Inspector	100%
Bobbi Golik, EI	LAP Oversight/Compliance	100%
Theresa Stern	Resident Compliance Specialist	50%
Rick Neidert	Drone Pilot	20%



JMT's statewide CEI Management Team (Steven Haines, Ubaldo Rodriguez, Lee Watts, Luke Brolmann, and Wesley Kraft) meets on a monthly basis to allocate resources to projects based on our estimated needs for each. We utilize a shared **FL CEI Group Calendar** in Microsoft Outlook to track training and employee leave. This allows the Management Team to review available resources and identify backup staffing needs on the rare occasion that current project staff are not available. This management meeting provides the ability to review project completion

dates, transition plans, and resource/equipment needs (e.g., density gauges, concrete equipment, asphalt thermometers, etc.) and ensure assignments receive appropriate attention and quality control reviews. **With this approach, JMT can commit to providing sufficient staff resources to handle even the peak workload demands, as we have for our previous contracts for our clients.**

Our Team truly understands the importance of keeping assignments on time and under budget, both the CEI and Contractor budgets! As projects exceed time, they create unnecessary impacts to local residents, businesses, and the traveling public, and use budget that could be allocated for other key projects. Below are a few techniques we use to ensure timely project completions, maintaining project budgets, while delivering high quality projects.

Proactive Reviews: Our Team excels at performing in-depth field and plan reviews prior to construction. Being proactive is extremely important in finding a conflict early and addressing it before it costs time or money. Our experience with this and understanding the County's needs puts us one step ahead. We draw on past experiences to understand how future work may impact the final product.

Schedule Management & Resource Allocation: Our Team understands that well-organized schedules are critical to any assignment. Our management staff analyzes the baseline and monthly schedule updates to ensure they meet all contract requirements, clearly delineate activities, and maintain realistic durations. We identify plan errors, anticipated issues, and identify areas where production rates can increase while reducing the budget. The "Road Map" to project completion is critical in ensuring all activities have been accounted for, along with the appropriate review/response times, procurement, etc. We use the contractor's schedules to allocate CEI staff and reduce unnecessary expenses. We bring on or release staff based on field activities to ensure adequate coverage is provided with the most efficient use of resources for the County and tax-paying public.

Fund Management: We have extensive experience delivering Federal, State, and Grant-Funded projects on behalf of FDOT and local municipalities. Each unique contract funding delivery method has challenges and strict requirements. Our current working relationship with the local FDOT and District 7 LAP staff affords us the ability to ensure project improvements based on the funding allocated are maximized for Polk County while ensuring 100% reimbursement as allowed by the LAP Agreement.

Issue Identification & Resolution: When issues arise, we involve all stakeholders in the review so we aren't making a decision that may impact them. We log conflicts through a formal **RFI Process** along with an **Action Item Tracking log** to identify responsible parties and critical deadlines to avoid project delays. We cross-reference the **Schedule Update** and **Look-Aheads** to identify which critical activities may be impacted. We work with the contractor to identify activities that can begin to mitigate delays while the conflict is resolved, prioritizing issues without wasting valuable time. Our experience helps guide the contractor in resequencing activities to efficiently use contract time.

Field Directives & Plan Revisions: Once we have a comfort level with issue resolution, we provide field directives or have a Plan Revision drafted, depending on complexity. **Our relationship with the local contractors gives us a comfort-level to direct the work while negotiating a fair and equitable price.** This is critical to prevent project delays that impact the traveling public.

Past Performance: JMT's past performance with respect to time and budget is an excellent indicator of future results. As an example, our most recent St. Lucie County project, **Keen Rd. Bridge Replacement**, with Michael Harvey, EI, we finished at **100% of Construction Contract Time** and **96% of Construction Contract Budget!** **Our Team will put in the extra effort to preserve contract funds for future projects, while ensuring the County gets a high-quality, safe project!**



6 SURVEYS OF PAST PERFORMANCE



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to WANDA WAY

DUE DATE: SEPTEMBER 17, 2025



RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Survey Questionnaire – Polk County

To: Emily Seitter City of Port St. Lucie Public Works Department
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 772-344-4138

Email: eseitter@cityofpsl.com

Subject: Past Performance Survey of:
Alcantarra Boulevard Sidewalk Improvements

Consultant Name: Johnson, Mirmiran & Thompson, Inc. (Project Name)
(Name of firm being surveyed)

Cost of Services: \$71,712 Date Complete: January 2024

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

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

Printed Name of Evaluator Emily Seitter, CIP Administrator

Signature of Evaluator Emily Seitter
Emily Seitter 2025.09.16 11:42:16-04'00'

Please fax or email the completed survey to: _____

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Survey Questionnaire – Polk County

To: Edmund Bas, PE St. Lucie County Engineering
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 772-216-0142

Email: base@stlucieco.org

Subject: Past Performance Survey of:
Bell Avenue Sidewalk Improvements

Consultant Name: Johnson, Mirmiran & Thompson, Inc. (Project Name)
(Name of firm being surveyed)
 Cost of Services: \$95,725 Date Complete: November 2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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 Edmund Bas, PE

Signature of Evaluator  

Please fax or email the completed survey to: _____

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Survey Questionnaire – Polk County

To: Frank Knott, PE City of Port St. Lucie Public Works Department
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 772-344-4290

Email: fknott@cityofpsl.com

Subject: Past Performance Survey of:

Southwest Import Drive Sidewalk Improvements

Consultant Name: Johnson, Mirmiran & Thompson, Inc. (Project Name)

Cost of Services: \$132,145 Date Complete: December 2022
(Name of firm being surveyed)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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 Frank Knott

Signature of Evaluator fknott

Please fax or email the completed survey to: _____

Digitally signed by Frank Knott
 DN: cn=Frank Knott, o=City of Port St. Lucie, ou=Public Works Department, email=fknott@cityofpsl.com
 Reason: I am the author of this document
 Date: 2023.08.25 15:52:00 -0400

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Survey Questionnaire – Polk County

To: Frank Knott, PE
 (Name of Person completing survey)

Port St. Lucie Community Resdevelopment Agency
 (Name of Client Company/Firm)

Phone Number: 772-344-4290

Email: fknott@cityofpsl.com

Subject: Past Performance Survey of:

Anthony F. Sansone Sr. Boulevard Extension CEI & GEO services

Consultant Name: Johnson, Mirmiran & Thompson, Inc.
 (Name of firm being surveyed)

Cost of Services: \$1,342,100 Date Complete: 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 firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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 Frank Knott

Signature of Evaluator fknott

Digitally signed by fknott
 DN:
 E=fknott@cityofpsl.com,
 CN=fknott, OU=PW,
 C=US
 Reason: I am the author of
 this document
 Date: 2023.05.26
 16:41:14 -0400

Please fax or email the completed survey to: _____

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

Survey Questionnaire – Polk County

To: Thomas Salvador
(Name of Person completing survey)

City of Port St. Lucie Public Works Department
(Name of Client Company/Firm)

Phone Number: 772-871-5187

Email: tsalavador@cityofpsl.com

Subject: Past Performance Survey of:

East Torino Parkway Roundabout and Turn Lane Improvements

Consultant Name: Johnson, Mirmiran & Thompson, Inc.
(Name of firm being surveyed)

Cost of Services: \$356,114 Date Complete: 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 firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

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

Printed Name of Evaluator Thomas Salvador

Signature of Evaluator tsalavador  Digitally signed by tsalavador
Date: 2025.09.16 08:18:40-04'00'

Please fax or email the completed survey to: _____

7 ADDITIONAL DOCUMENTATION



RFP 25-417

Maine Avenue Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

DUE DATE: SEPTEMBER 17, 2025



RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: Johnson, Mirmiran & Thompson, Inc.

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

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.**

TIN #: 52-0963531

<u>2000 East 11th Avenue, Suite 300</u>	<u>Tampa</u>	
(Street No or PO Box Number) (Street Name)	(City)	
<u>Hillsborough</u>	<u>Florida</u>	<u>33605</u>
(County)	(State)	(Zip Code)

Contact Person: Sergio Quevedo, PE, PTOE, RSP1

Phone Number: 813-868-6511

Cell Phone Number: 813-477-5062

Email Address: Squevedo@jmt.com

Type of Organization:

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

State of Incorporation Maryland

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

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Johnson, Mirmiran & Thompson, Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>40 Wight Ave</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Hunt Valley, MD 21030</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									
5	2		0	9	6	3	5	3	1

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 9/08/2025
------------------	--------------------------	-----------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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

RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.:

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

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

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

Company Name: <u>Johnson, Mirmiran & Thompson, Inc.</u>		
<u>[Signature]</u>	<u>Senior Vice President</u>	<u>9/08/2025</u>
Signature	Title	Date

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was signed and acknowledged before me this 8th day of September, 2025, by Sergio Quevedo, PE, PTOE, RSP1

who has produced (Print or Type Name)

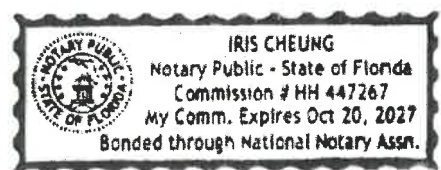
(Personally known) _____ as identification.

(Type of Identification and Number)

[Signature]
Notary Public Signature

Iris Cheung
Printed Name of Notary Public

HH447267 10/20/2027
Notary Commission Number/Expiration



RFP 25-417, CEI Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

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

PROJECT NAME: CEI Services for Maine Avenue Sidewalk from Combee Rd to Park St. & Iowa Rd to Wanda Way

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

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

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

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

Executed this 8th day of September, 2025

ATTEST:

By: 
PRINTED NAME: Iris Cheung
Its: Marketing Assistant

CONTRACTOR:

By: 
PRINTED NAME: Sergio Quevedo, PE, PTOE, RSP1
Its: Senior Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Johnson, Mirmiran & Thompson, Inc.

Name of Consultant

By: 

Sergio Quevedo, PE, PTOE, RSP1

9/08/2025

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Johnson, Mirmiran & Thompson, Inc.

By: Sergio Quevedo, PE, PTOE, RSP1

Date: 9/08/2025

Title: Senior Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
09/24

CEI Services for Maine Avenue Sidewalk from Combee Rd to Park St.
Project Description(s): & Iowa Rd to Wanda Way

Financial Project Number(s): 446294-1-58-01

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
09/24

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Terrorism Sectors) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/governance/global-governance-mandates>

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Sergio Quevedo, PE, PTOE, RSP1

Printed Name

Signature

Date: 9/08/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", 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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Johnson, Mirmiran & Thompson, Inc.

By: Sergio Quevedo, PE, PTOE, RSP1 Date: 09/08/2025

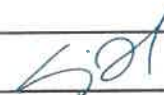
Authorized Signature: 

Title: Senior Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/25

Is this form applicable to your firm?
 YES NO
 If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Johnson, Mirmiran & Thompson, Inc. 2000 East 11th Avenue, Suite 300 Tampa, FL 33605 Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ Assistance Listing Number (ALN), if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Sergio Quevedo, PE, PTOE, RSP1</u> Title: <u>Senior Vice President</u> Telephone No.: <u>(813)868-6511</u> Date (mm/dd/yyyy): <u>09/08/2025</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

RFP 25-417, CEI Services for Maine Avenue Safe Route to School

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

CEI Services for Maine Avenue Sidewalk from Combee Rd to Park St.

SOLICITATION NO.: RFP 25-417, & Iowa Rd to Wanda Way

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

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

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

Company Name: Johnson, Mirmiran & Thompson, Inc.

Signature: _____ *[Handwritten Signature]*

Title: Senior Vice President

Date: 09/08/2025

State of: Florida

County of: Hillsborough

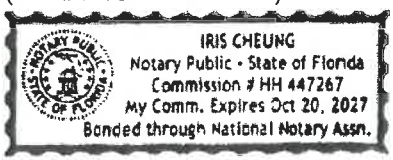
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of September, 2025 by Sergio Quevedo, PE, PTOE, RSP1 (name) as Senior Vice President (title of officer) of Johnson, Mirmiran & Thompson, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____ *[Handwritten Signature]*

Printed Name of Notary Public: Iris Cheung

Notary Commission Number and Expiration: HH447267 10/20/2027

(AFFIX NOTARY SEAL)



RFP 25-417, CEI Services for Maine Avenue Safe Route to School
Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

Sergio Quevedo, PE, PTOE, RSP1

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

Further Affiant sayeth naught.

Johnson, Mirmiran & Thompson, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Sergio Quevedo, PE, PTOE, RSP1
PRINT NAME

Senior Vice President
TITLE

09/08/2025
DATE

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-417, Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

FPID #446294-1-68-01

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

Contained within this addendum: questions and answers

To obtain a copy of the project plans please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "RFP 25-417, CEI for Maine Ave Sidewalk.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: 

Printed Name: Sergio Quevedo, PE, PTOE, RSP1

Title: Senior Vice President

Company: Johnson, Mirmiran & Thompson, Inc

September 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-417, Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way

FPID #446294-1-68-01

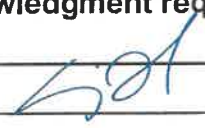
This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, September 17, 2025, prior to 2:00 p.m.

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____



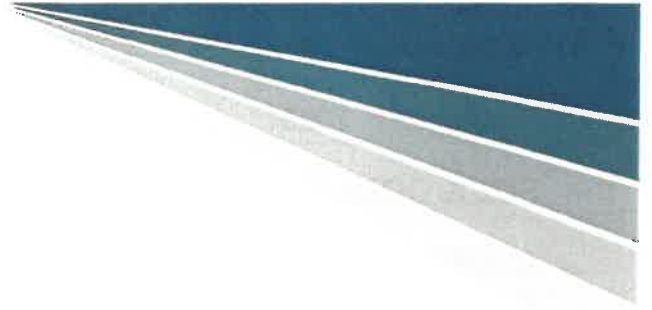
Printed Name: Sergio Quevedo, PE, PTOE, RSP1

Title: Senior Vice President

Company: Johnson, Mirmiran & Thompson, Inc.



Exhibit Aiii



January 15, 2026

Polk County – Project Management, Roads and Drainage Division
Attention: Daren Carriere, PE
3000 Sheffield Road
Winter Haven, FL 33880

Request for Proposal No.: 25-417

Subject: CEI & GEO Services for Maine Avenue Sidewalk Safe Routes to School Project

Dear Mr. Carriere;

Per the County's request, please find enclosed JMT's Proposal and Scope of Services for Request for Proposal No. 25-417, CEI and GEO Services for the Maine Avenue Sidewalk project.

We appreciate the opportunity to provide these services to the County. Should you have any questions or comments, please do not hesitate to contact me at your convenience, 772.370.7865 or shaines@jmt.com.

Sincerely,

**Steven E
Haines**

Digitally signed by
Steven E Haines
Date: 2026.01.15
11:13:39 -05'00'

Steven E. Haines, PE, LEED AP
FL CEI Director / Vice President

Enclosures

cc: Ken Brush
Sergio Quevedo, PE, PTOE, RSP1

CEI Services for Maine Avenue Safe Routes to School Sidewalk Project

RFP No. 25-417

01.15.2026

1. DESCRIPTION

Johnson, Mirmiran & Thompson, Inc. (JMT)(the “Consultant”) shall provide Construction Engineering and Inspection (CEI) and Geotechnical Services (through a subconsultant partner), for the Maine Avenue Safe Routes to School Sidewalk Project. The Consultant will act as the County’s representative to administer the construction contract. The Consultant will manage the contractor from the Pre Construction phase through Post Construction, including the services as outlined below. The project includes all work described in the plans provided with the RFP and as referenced in Addendum No. 1.

2. SCOPE OF SERVICES

The CEI services for Maine Avenue Sidewalk shall include:

- Perform preconstruction video of project limits to document existing conditions
- Daily field observations, including photos and documentation for project activities
- Monitor Maintenance of Traffic operations of contractor
- Design modifications as needed (adjustments that can be made with field changes not requiring EOR)
- Geotechnical Services and Testing, including but not limited to:
 - Density Testing
 - Concrete compressive strength testing
 - Soil Tests including Proctor, Organic Content, Plastic Characters, and Gradation
- Coordination and meetings, including pre-construction and progress meetings, with the contractor, County, public, utility companies, landowners and testing firms
- Coordinate with EOR regarding project items
- Verify compliance with stormwater and environmental requirements
- Maintain project files including a project time file
- Review all Contractor’s change orders
- Review contractor’s pay estimates, pay requests, and schedules
- Review shop drawings
- Review of test results
- Preparation of project progress reports
- Coordination of permit conditions and compliance
- Assist with responding to requests for information by the contractor and public
- Provide County with copies of project records
- Project Closeout and review of as-builts/record drawings by others

The Engineer shall observe work performed and material used to determine if the work has been completed in accordance with the construction contract.

Deliverables

The Consultant shall prepare and submit the following:

1. Construction Completion Package containing the following:
 - a. Dated final as-built schedule, time file and daily work reports.
 - b. Geotechnical verification data.
 - c. Documentation of progress meetings, public informational meetings, and any other pertinent project meetings with dates and notes.
 - d. Documentation of all field directives which caused any deviation from the plans and/or specifications.
 - e. Documentation of progress payments and final payment to the Contractor.
 - f. Copies of all RFIs and responses.
 - g. Copies of all executed changes to the contract.
 - h. Copies of the final inspection deficiency lists.
 - i. All other project records.
2. Final as-built plans in AutoCAD (2015 version or newer), PDF and hard copy formats as provided by the Contractor.

3. COMPENSATION

Compensation for services rendered under this CEI Contract will be reimbursed based on agreed upon loaded hourly rates and hours worked on the project. The hourly rates will cover all labor, materials, equipment, and other direct costs associated with the services. Any modifications to the scope of work or adjustments to the compensation must be formally approved by Polk County through an official amendment process.



January 14, 2026

Johnson, Mirmiran & Thompson, INC.
2000 East 11th Ave, Suite 300
Tampa, FL 33605
(813)314-0314

Ref: Maine Avenue Safe Route to School FPID: 446294-1-58-01
Polk County Florida
Madrid Proposal # 2026-005

ATTN Estimating:

Madrid Engineering Group, Inc., dba Madrid CFTL, has been requested to provide an estimate for CQC inspection and construction materials testing (CMT) services for the above referenced project. Madrid is an established firm with more than 30 years of experience providing innovative and cost-effective engineering solutions to Florida's engineering and construction community, including the Florida Department of Transportation (FDOT). **Madrid is also a Disadvantaged Business Enterprise (DBE) registered with the FDOT in accordance with Florida's Unified Certification Program and a certified MBE with the State of Florida.**

Understanding of Project

Madrid will provide laboratory testing services in support of the Maine Ave. Safe Route to School project in Polk County, Florida. The scope of work includes performing all required laboratory analyses such as proctor determinations, concrete compressive strength testing, and any other specified material verification tests necessary to confirm compliance with project specifications. Madrid's services are limited to laboratory testing only and do not include field inspection, field density testing, or on-site quality control activities.

Minimum qualifications for Madrid engineering inspectors on this project will be CTQP certified for Earthwork Construction, Concrete Field (including Concrete Transportation Construction Inspection), Asphalt Paving and Pile Driving Inspection as needed; and all of which have extensive experience with the ERS and MAC system. A minimum of 2 hours per site visit will be required and inspectors will be billed on a portal-to-portal basis. **Rates do not include an overtime premium. Work hours in excess of 8 hrs per day will be charged an overtime premium rate equal to 1.3 times the standard rate.** The costs provided are based upon the information provided and our experience with similar projects. A detailed scope of services including anticipated laboratory testing and man-hour breakdown is included below.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007



Scope of Services - Materials Testing and Inspection

The following services and personnel are anticipated (client will only be billed for services rendered):

PROJECT PERSONNEL	QUANTITY	RATE	UNIT	COST
Administrative Assistant	12	\$ 72.00	/HR	\$ 864.00
Field Inspector	120	\$ 76.00	/HR	\$ 9,120.00
Project Manager	10	\$ 150.00	/HR	\$ 1,500.00
Chief Engineer	2	\$ 256.00	/HR	\$ 512.00
Estimate for Field Services				\$ 11,996.00

Madrid CPWG has a fully certified laboratory in Bartow, Florida which will expedite processing of all required laboratory services

LABORATORY TESTING SERVICES

Soils Proctor FM 1-T180 / T99	3	\$ 145.00	/EA	\$ 435.00
Soils Organic Content Ignition FM 1 T-267	3	\$ 48.00	/EA	\$ 144.00
Plastic Limit & Plasticity Index (AASHTO T89/90)	3	\$ 65.00	/EA	\$ 195.00
Soils Particle Size Anlyns AASHTO T88	3	\$ 81.00	/EA	\$ 243.00
Concrete Cylinder Curing and Breaking ASTM C39 (Set of 6)	14	\$ 175.00	/EA	\$ 2,450.00
Estimate for Laboratory Testing				\$ 3,467.00

TOTAL ESTIMATE \$ 15,463.00

This proposal is valid for 90 days from the date estimated. Project will be billed on a unit rate basis from the specific tasks detailed above. It is noted that Madrid has no control over the contractor’s schedule or productivity. The labor time estimated is based upon our understanding of the work and typical construction practice. No additional work shall be completed without the client’s prior approval. Should any additional work be required, it will be billed at the unit rates listed above. Please reference Madrid proposal #2026-005 in any future correspondence regarding this project. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

AUTHORIZATION TO PROCEED

Andy Acosta / Construction Services Manager

Signature

Date

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007



of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that

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2030 State Road 60 East, Bartow, FL 33830

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are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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Manhour and Cost Estimate for CEI & GEO Services for Maine Avenue Safe Routes to School Sidewalk Project (RFP No. 25-417)

Estimated Contract Milestones & Duration	
CEI START DATE	5/1/2026
CEI END DATE	2/8/2027
CONSTRUCTION DURATION (WEEKS)	36
CEI DURATION (WEEKS)	40



Pre Construction

Staff Positions
Sr. Project Engineer
Project Manager
LAP Oversight/Compliance Officer

HRS / WEEK	WEEKS	TOTAL HOURS	RATE / HR	TOTAL COST
4.00	2.00	8.00	\$ 285.00	\$ 2,280.00
16.00	2.00	32.00	\$ 200.00	\$ 6,400.00
8.00	2.00	16.00	\$ 85.00	\$ 1,360.00
SUBTOTAL:				\$ 10,040.00

Construction

Staff Positions
Sr. Project Engineer
Project Manager
Senior Inspector
Junior Inspector
LAP Oversight/Compliance Officer

HRS / WEEK	WEEKS	TOTAL HOURS	RATE / HR	TOTAL COST
4.00	36.00	144.00	\$ 285.00	\$ 41,040.00
8.00	36.00	288.00	\$ 200.00	\$ 57,600.00
40.00	36.00	1440.00	\$ 125.00	\$ 180,000.00
20.00	36.00	720.00	\$ 105.00	\$ 75,600.00
4.00	36.00	144.00	\$ 85.00	\$ 12,240.00
SUBTOTAL:				\$ 366,480.00

Post Construction

Staff Positions
Sr. Project Engineer
Project Manager
LAP Oversight/Compliance Officer

HRS / WEEK	WEEKS	TOTAL HOURS	RATE / HR	TOTAL COST
2.00	2.00	4.00	\$ 285.00	\$ 1,140.00
8.00	2.00	16.00	\$ 200.00	\$ 3,200.00
4.00	2.00	8.00	\$ 85.00	\$ 680.00
SUBTOTAL:				\$ 5,020.00

Geotechnical Testing

Staff Positions
Chief Engineer
Project Manager
Field Inspector
Administrative

TOTAL HOURS	RATE / HR	TOTAL COST
2.00	\$ 256.00	\$ 512.00
10.00	\$ 150.00	\$ 1,500.00
120.00	\$ 76.00	\$ 9,120.00
12.00	\$ 72.00	\$ 864.00
SUBTOTAL:		\$ 11,996.00

Tests
In-Place Soil Density (Field Density)
Soils Proctor FM 1-T180 / T99
Soils Organic Content Ignition FM 1 T-267
Plastic Limit & Plasticity Index (AASHTO T89/90)
Soils Particles Size Anlys AASHTO T88
Concrete Cylinders (sets of 6)

ESTIMATED QUANTITY	COST / TEST	TOTAL COST
	\$ 30.00	\$ -
3.00	\$ 145.00	\$ 435.00
3.00	\$ 48.00	\$ 144.00
3.00	\$ 65.00	\$ 195.00
3.00	\$ 81.00	\$ 243.00
14.00	\$ 175.00	\$ 2,450.00
SUBTOTAL:		\$ 3,467.00

GEO SUBTOTAL: \$ 15,463.00

* Record Drawings provided by others.

TOTAL: \$ 397,003.00

Exhibit B

Manhour and Cost Estimate for CEI & GEO Services for Maine Avenue Safe Routes to School Sidewalk Project (RFP No. 25-417)

Estimated Contract Milestones & Duration	
CEI START DATE	5/1/2026
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SUBTOTAL:				\$ 366,480.00

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TOTAL: \$ 397,003.00

Exhibit B

GEO SUBTOTAL: \$ 15,463.00

TOTAL: \$ 397,003.00

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|---|
| 1. Subcontractor Services | Actual Costs |
| 2. Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |

