

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Ardaman & Associates, Inc. (the “Consultant”) a Florida corporation, located at 1525 Centennial Boulevard, Bartow, Florida 33830, and whose Federal Employer Identification Number is: 59-2984496.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 Services to Be Performed by Consultant

2.1 Consultant shall perform the services as generally described in (i) the County’s Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 23-328”) all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit “A” and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the “Services”). Such authorization will be referred to as a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”) and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

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

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

3.0 **Compensation**

3.1 **General**

3.1.1 County shall pay Consultant in accordance with the “Ardaman & Associates Schedule of Rates”, which is attached hereto as Exhibit “B”, and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the Ardaman & Associates Schedule of Rates and will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

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

3.1.6 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.7 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.9 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested

reimbursements.

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads and Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 Insurance

4.1 General Provisions

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

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

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

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

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

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

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

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County

for any claim in excess of the subconsultants' insurance coverage.

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk

Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

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

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and

expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

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

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

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

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and

shall have no right to speak for or bind the County in any manner.

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

8.0 Authority to Practice

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

9.0 Public Records Law

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

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

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

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

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

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

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

10.0 Compliance with Laws

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

11.0 Subcontracting

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

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

12.0 Federal and State Taxes

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 Public Entity Crimes

13.1 The Consultant understands and acknowledges that this Agreement with the

County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 County's Responsibilities

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

15.0 Termination of Agreement

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

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

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

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

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

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

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

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

16.0 Uncontrollable Forces (Force Majeure)

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations

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

17.0 Governing Law and Venue

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

18.0 Non-Discrimination

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

19.0 **Waiver**

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

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

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

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

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

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 Ownership of Documents

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 Access and Audits

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 Notice

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Attention: Director

As to Consultant: Ardaman & Associates
1525 Centennial Boulevard
Bartow, FL 33830

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

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

29.0 **Service of Process**

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

As to Consultant: Ardaman & Associates
1525 Centennial Boulevard
Bartow, FL 33830

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the

required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Brian Runkles

Name: Tom Leto

Name: Brett Buxbaum

Name: Binod Chalise

Name: Rick Barlow

Name: Dan Dunham

32.0. **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

34.0 **Employment Eligibility Verification (E-VERIFY)**

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

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

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

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

35.0 Limitation of Liability.

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

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant 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 Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are

greater than or equal to One Million Dollars (\$1,000,000), then the Consultant further certifies to the County as follows:

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

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

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

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

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

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

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

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

37. No Construction Against Drafter

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

38. Unauthorized Alien(s)

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

**Polk County, a political subdivision
of the State of Florida**

By: _____
Deputy Clerk

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

Date Signed by County: _____

Review as to form and legal sufficiency

Sandra B. Hef 10/5/23
County Attorney's Office Date

ATTEST:

By: [Signature]
Asst. Corporate Secretary

ERNEST A. COX, III
[Print Name]

DATE: 10/12/23

SEAL



Ardaman & Associates, Inc.
a Florida corporation

By: Brian D. Runkles

BRIAN D. RUNKLES
[Print Name]

ASST. VICE PRESIDENT
[Title]

DATE: 10/13/2023

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization
 this October 13, 2023 (Date) by Brian D. Runkles (Name of officer or agent) as
Assistant 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 October 13, 2023
 _____ (Date) Cheryl W. VanArsdall (Official Notary Signature and Notary Seal)
Cheryl W. VanArsdall (Name of Notary typed, printed or stamped)
 Commission Number HH 367253 Commission Expiration Date June 27, 2027

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 _____



CHERYL W. VANARSDALL
 Commission # HH 367253
 Expires June 27, 2027

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 _____

Exhibit A

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services to support the needs of the County for geotechnical services and construction material testing and inspection here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Description: Provide professional services to support the needs of the County for geotechnical services and construction material testing and inspection.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 7, 2023

Bid Opening: Wednesday, June 7, 2023, at 2:00 p.m. or as soon as possible thereafter.

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

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr. Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 30, 2023, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 23-328

RFP Title: Professional Geotechnical Services and Construction Material Testing and Inspection

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

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	23-328
RFP Title	Professional Geotechnical Services and Construction Material Testing and Inspection
Due Date/Time:	June 7, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

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

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

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 Michael Guerrero at michaelguerrero@polk-county.net.

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, June 7, 2023, prior to 2:00 p.m.**

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

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at

<http://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that 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 Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by May 30, 2023, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional geotechnical services and construction material testing and inspection, and as further defined in the Scope of Services below.

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

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

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.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to in-place density tests; standard or modified proctors; limerock bearing ratio test; compressive strength of concrete cylinders; compressive strength of soil-cement pills; Super Pave - asphalt binder content, gradations, gyratory pills, pavement density, air voids; core drill & soils analysis; steel inspection; geotechnical investigations & soil testing; asphaltic concrete inspection services; concrete testing, which includes, but is not limited to the specific services listed on Exhibit "A" at the end of this document. All reports submitted by the Consultant(s) shall include specific recommendations, as applicable.

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

AGREEMENT

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

EVALUATION CRITERIA

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

Tab 1 Executive Summary

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

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

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

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

Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer has performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be for geotechnical services, and at least two (2) should be for construction and material testing and inspection. At least three (3) of the minimum five (5) projects

should have been performed within the state of Florida. (Maximum of one (1) page only per project).

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

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

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

such local office. Please also indicate the number of employees at the local office.

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

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

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

- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
 - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

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

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

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

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

Tab 7 Timely Completions of Projects (5 points)

Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein.

(Limit response to two (2) pages maximum)

Tab 8 Surveys of Past Performance (10 Points)

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

BID OPENING

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

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

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

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Local (Tab 4)-5 points
 - W/MBE Certification (Tab 5)-5 points
 - Surveys of Past Performance (Tab 8)-10 points

Subtotal Points-20 points

by the process stated under each corresponding Tab description as set forth on Pages 8-11.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to the Project (Tab 2)-35 points
 - Experience, Expertise, Personnel and Technical Resources (Tab 3)-35 points
 - Interaction w/ County & Regulatory Agencies (Tab 6)-5 points
 - Timely Completion of Projects (Tab 7)-5 points

Subtotal Points-80 points

by the following process:

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

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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

member allocated for that evaluation criterion would be 20, calculated as follows:
25 available points x 0.8 applicable description factor multiplier = 20 points.

- 3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
- 4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
- 5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
- 6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

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

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

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

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

Elevation Level 4 (Contract Negotiations)

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

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

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

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future RFP's.

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

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

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

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

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

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

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or

Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or

Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Geotechnical Services/Construction Material Testing and Inspection for X Project)
COST OF SERVICES	Cost of services (\$250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

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

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

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

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

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material
Testing and Inspection

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

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and
CONSTRUCTION MATERIAL TESTING and INSPECTION

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Exhibit "A"
Specific Services

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

1.	In-Place density tests
2.	Standard or modified proctors
3.	Limerock Bearing Ratio tests (3 points)
4.	Compressive strength of concrete cylinders (4 per set)
5.	Compressive strength of soil-cement pills (4 per set)
6.	Core drilling & soils analysis
	STEEL INSPECTION
1.	Inspection of Welds & Bolt Torqueing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew
2.	Reinforcing Steel Inspection
3.	Nondestructive Testing of Steel & Connections
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
1.	Standard Penetration Test Borings (ASTM D-1586)(Minimum 50 feet per job) A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval
2.	Solid Auger Stem Borings (minimum 100 feet per job)
3.	Manual Auger Borings
4.	Drill Service from Floating Platform
5.	Rock Coring
6.	Installation of Steel Casing

7.	Ground Penetrating Radar
8.	Cone Penetrometer Radar
9.	Dilatometer Soundings
10.	Atterberg Limits A) Liquid Limit (LL) – Plastic Limit (PL) B) Shrinkage Limit (SL)
11.	California Bearing Ratio
12.	Consolidation A) Consolidation with Reload
13.	Corrosion Resistance (pH and R)
14.	Field Density Tests (minimum 3 tests per trip)
15.	Florida Bearing Value (FBCV)
16.	Florida Bearing Value Determination of Blend Proportions
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)
18.	Ground Penetrating Radar
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
19.	Limerock Bearing Ratio (LBR) (3 point)
20.	Limerock Bearing Ratio (LBR) (5 point)
21.	Moisture Content
22.	Moisture Density Test (Standard or Modified Proctor)
23.	Muck Probing 2 Man Crew 3 Man Crew
24.	Organic Content Determination
25.	Monitor Well Installation includes permits, lithologic log, and report – 2" or 4" PVC with removable, water-tight plug
	Hollow Stem Auger Boring
	Casing: 2-inch PVC (site spec. may require stickup)
	Casing: 4-inch PVC (site spec. may require stickup)
	Casing: 2-inch Steel (site spec. may require stickup)

	Casing: 4-inch Steel (site spec. may require stickup)
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	Filter Sand: Varies from approx. 30/65 to approx. 20/30
	Bentonite: Chips / Balls
	Bentonite: Slurry / Slurry by tremie pipe
	Neat Grout
	Protective Casing (Hinged top and lockable) w/ name plate
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)
	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)
26.	Well Abandonment includes permits and report
	2-inch Well
	4-inch Well
27.	Tracked-Mounted Direct Push Technology (DPT) Rig w/all equipment and crew
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
28.	pH
29.	Permeability Tests – Field (15', 2 depths) (Excluding auger borings & vertical permeability)
30.	Permeability Tests – Laboratory Granular Soil Cohesive Soil
31.	Soil-Cement, Field Testing & Observation
32.	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)

33.	Soil Plate Load Test (ASTM)
34.	Specific Gravity
35.	Double Ring Infiltrometer Test
36.	Relative Density Test
37.	Triaxial Compression Test (CU) (3 points) Additional points
38.	Unconfined Compression Tests
39.	Undisturbed Thin-Walled Tube Sampling
40.	Unit Weight
	ASPHALTIC CONCRETE INSPECTION SERVICES
1.	Asphaltic Concrete Paving Plant Inspection
2.	Asphalt Mix-Gradation
3.	Asphalt Mix-Bulk Specific Gravity
4.	Asphalt Mix-Gradation
5.	Asphalt Mix- Maximum Specific Gravity
6.	Asphalt Mix- Temperature
7.	RAP – Asphalt Binder Content
8.	RAP – Gradation
9.	RAP- Maximum Specific Gravity
10.	Coring Pavement for Density and/or Thickness
11.	Asphalt Core Density (core provided by others)
12.	Gyratory Compaction for SuperPave AASH to TP4-00
13.	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563
	CONCRETE TESTING
	<i>Concrete Aggregate Tests (FOB Lab)</i>
1.	Sieve Analysis, Fine or Coarse
2.	Absorption
3.	Specific Gravity

4.	Unit Weight
5.	Material Finer than No. 200 Sieve
6.	Organic (Color metric ASTM C-40)
7.	Salt Content
8.	Los Angeles Abrasion
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)
10.	Masonry Mortar strength Comparative, Sand or Water
	Concrete Beams
11.	Flexural Strength, Making & Testing (3 tests per set)
	Concrete Masonry Units or Prisms
12.	Compressive Strength, ASTM C-140, 5 Specimens
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477
16.	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)
	Concrete Coring
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness
19.	Coring Site Accessible – Does not include mobilization charge, staging and/or scaffolding, 4" diameter or smaller, 6" thickness or less. Compressive Strength of Concrete Cores (cores provided by others)
	Grout Cubes
20.	Making and Compression Tests of 2" Cubes from Job Site (set of 3)

	Concrete Cylinders
21.	Making & Compression Tests of 6" x 12" Cylinders (Slump Test Included)
22.	Compression Tests of 6" x 12" Cylinders
23.	Extra Slump Tests
24.	Air Content Tests
	Concrete Design Mixes
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)
26.	Brush/Loss (for soil Cement basis) ASTM Durarock & Pug Mix
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)
28.	Concrete Ready Mix Plant or Job Inspection
29.	Pre-Fabricated Panel Tests, ASTM or FHA

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

CLARIFICATION

DELETE IN ITS ENTIRETY:

Page 20, Contractual Matters

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

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

REPLACE WITH:

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

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

**DRAFT AGREEMENT
MASTER CONSULTING AGREEMENT**

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, _____ (the “Consultant”) a _____, located at _____, and whose Federal Employer Identification Number is: _____.

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and,

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 Services to Be Performed by Consultant

2.1 Consultant shall perform the services as generally described in (i) the County’s Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 23-328”) all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit “A” and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the “Services”). Such authorization will be referred to as a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”) and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

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

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

3.0 **Compensation**

3.1 **General**

3.1.1 County shall pay Consultant in accordance with Exhibit “B”, "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads & Drainage Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's

acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home

offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads & Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 **General Provisions**

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

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

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

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

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

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and

Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

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

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

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

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

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

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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public

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

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

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

10.0 Compliance with Laws

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

11.0 Subcontracting

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

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

12.0 Federal and State Taxes

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

16.0 Uncontrollable Forces (Force Majeure)

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

17.0 Governing Law and Venue

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

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

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

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

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

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated

herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 Truth-In-Negotiation Certificate

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 Ownership of Documents

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 Access and Audits

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads & Drainage
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

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

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

29.0 **Service of Process**

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

As to Consultant:

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the **Roads and Drainage Division Director**, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0 **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

34.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

35.0 Limitation of Liability.

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

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid,

proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

37. No Construction Against Drafter

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

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C.

1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
George Lindsey, Chairman
Board of County Commissioners
Or (Delete whichever does not apply)
William D. Beasley, County Manager

Date Signed by County: _____

Review as to form and legal sufficiency

County Attorney's Office Date

ATTEST:

COMPANY Name

a _____

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

DATE: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

(Date) _____ (Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

(Date) _____ (Official Notary
Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

(Official Notary Signature and Notary Seal)

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

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are looking to acquire copies of all winning proposals (and evaluation metrics if possible) related to RFP 18-305 Professional Geotech Services & Construction Materials Testing. If there was a shortlist of firms before the final award announcement, we would appreciate those proposals as well.

Answer: Proposals submitted and shortlisted along with the evaluation criteria has been added to the County's FTP Site. The evaluation criteria and the Proposers response to the criteria can be found in the Proposer's response.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are requesting a one-week extension to this particular request for proposal submittal date (from 2:00 p.m., Wednesday, June 7, 2023, to 2:00 p.m., Wednesday, June 14, 2023). Please let us know if this is something the county is willing to provide.

Answer: Yes. The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Ardaman & Associates, Inc. is a professional corporation founded in 1959 by Dr. M.E. Ardaman, and the company has for 64 years continually provided services in the practice of engineering. The company was founded in Orlando, and it has expanded to meet the needs of our client community throughout Florida, Louisiana, and Texas. We currently serve from our corporate headquarters in Orlando and 14 branch offices throughout Florida, Louisiana, and Texas. Ardaman employs over 400 individuals companywide.

Ardaman has maintained a full-service office in Polk County (Bartow) since 1974. This office has provided engineering services in Polk County for the past 49 years and employs 33 full-time individuals. The staff in this office will be primarily responsible for serving Polk County under the subject contract. The office includes field exploration capability and a completely equipped and certified construction materials testing laboratory.

Bartow Office

Ardaman & Associates, Inc.

1525 Centennial Blvd.

Bartow, Florida 33830

Phone: 863.533.0858

Fax: 863.533.7325

Brian Runkles, P.E., Branch Manager

E-mail: brunkles@ardaman.com

Ardaman is a Florida corporation recognized by the Secretary of State, and we hold certificates of authorization as an engineering company, a geology company, and an asbestos consultant. Our certificate of incorporation and certificates of authorization are included below.

***State of Florida
Department of State***

I certify from the records of this office that ARDAMAN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 2, 1990, effective December 28, 1989.

The document number of this corporation is L40551.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, 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 Fourth day of January, 2023*

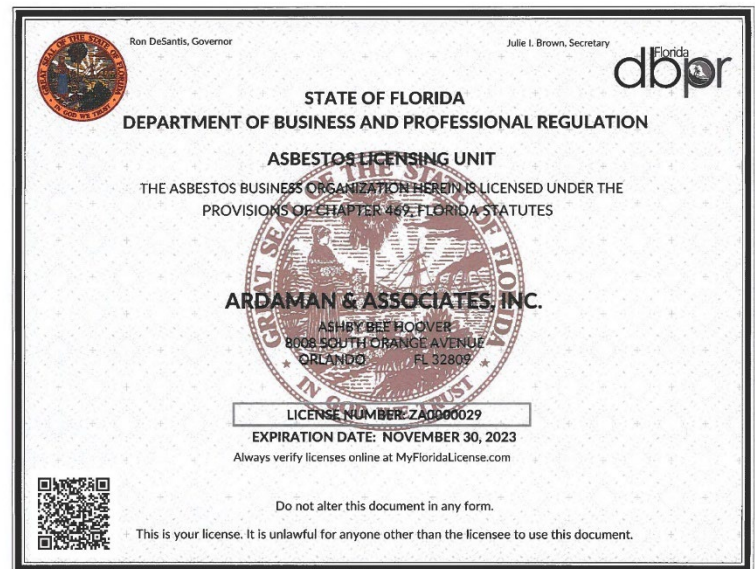



Secretary of State

Tracking Number: 7617303223CC

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

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




Florida dbpr Department of Business & Professional Regulation

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- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

12:56:46 PM 4/11/2023

Licensee Information

Name:	ARDAMAN & ASSOCIATES, INC. (Primary Name)
Main Address:	8008 S. ORANGE AVENUE ORLANDO Florida 32809
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5950
Status:	Current
Licensure Date:	03/29/1991
Expires:	

Ardaman had a Certificate of Authorization(CA) license to offer engineering services in Florida. However, As of October 1, 2019, CA's are no longer required. Now firms must create a firm registration, adding them to the statewide registry. Because Ardaman had a current and active CA license when the new system went into effect, we were automatically transferred into the new registry system.

REGISTRY NUMBER	DISCIPLINE
RY5950	Engineering Services
RYGB140	Geology Services
RYZA0000029	Asbestos Services

Our CA license number CA5950 is now our registry number, RY5950. Firm registrations never expire, and there are no longer any physical documents available. There is no license to print as it is no longer a license, just a registration. There is no expiration date showing because it is no longer a license and does not expire. Once our firm is on the registry, it stays on there indefinitely until requested to have it removed. It does not need to be renewed or maintained.


Florida dbpr Department of Business & Professional Regulation

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- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
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LICENSEE DETAILS

12:58:03 PM 4/11/2023

This is a business tracking record only.
[Click here for information on how to verify that this business is properly licensed.](#)

Licensee Information

Name:	ARDAMAN & ASSOCIATES, INC (Primary Name)
Main Address:	8008 SOUTH ORANGE AVENUE BELLE ISLE Florida 32809
County:	ORANGE

License Information

License Type:	Geology Business Information
Rank:	Business Info
License Number:	
Status:	Current,Active
Licensure Date:	12/08/1992
Expires:	

FORMS

**Acknowledged Addenda
Affidavit Certification Immigration Laws
Proposers Incorporation Information**

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____



Printed Name: Jason M. Parker, P.E.

Title: Vice President

Company: Ardaman & Associates, Inc.

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero

Sr. Procurement Analyst
Procurement Division

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

Signature: _____



Printed Name: Jason M. Parker, P.E.

Title: Vice President

Company: Ardaman & Associates, Inc.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

**RFP 23-328, Professional Geotechnical Services and Construction Material
Testing and Inspection**

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

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____



Printed Name: Jason M. Parker, P.E.

Title: Vice President

Company: Ardaman & Associates, Inc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and
CONSTRUCTION MATERIAL TESTING and INSPECTION

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

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

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

Company Name: Ardaman & Associates, Inc.

Signature: [Signature]

Title: Vice President

Date: 6/6/2023

State of: Florida

County of: Orange

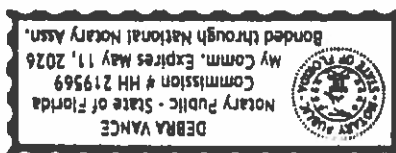
The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 6th day of June, 2023, by
Tyson Parker (name) as Vice President (title of officer) of
Ardaman & Associates (entity name), on behalf of the company, who ☒ is
personally known to me or ☐ has produced _____ as
identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Debra Vance

Notary Commission Number and Expiration: 51110006

(AFFIX NOTARY SEAL)



Proposers Incorporation Information

(Submittal Page)

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

Company Name: Ardaman & Associates, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 59-2984496

Address: 1525 Centennial Blvd.

City: Bartow

State: Florida

Zip Code: 33830

County: Polk

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

Contact Person: Brian D. Runkles, P.E.

Phone Number: 863-533-0858

Cell Phone Number: 863-412-1545

Email Address: brunkles@ardaman.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

ARDAMAN & ASSOCIATES, INC

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

POST OFFICE BOX 911668

6 City, state, and ZIP code

DENVER, COLORADO 80291-1668

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 9 8 4 4 9 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Julien Kelly

Date ► 1/03/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROJECT MANAGEMENT

Ardaman has worked on hundreds of continuing services contracts and thousands of projects with public entities. Through this experience, we have become very familiar with the types of services required through these contracts and the nuances of working with public agencies on multi-task continuing contracts.

Working for public clients can be very different from working in the private sector. Public entities are keepers of the public trust and are responsible for the well-being of their citizens. As such, Polk County is subject to public scrutiny that requires professionalism and competency in your staff. As your consultant, we fully understand our role in helping maintain this trust by always conducting ourselves honestly, professionally, and competently while serving as your advocate. Our long-standing relationship with public clients bears testimony to our ability to work with and serve public entities successfully.

Multi-task continuing contracts can present unique service challenges as they require a broad range of services and, thus, need many areas of expertise. Further, such contracts frequently include multiple simultaneous tasks requiring detailed control of the progress, budget, and schedule of these tasks. Having served hundreds of such contracts, Ardaman has adopted a project management approach that employs specific elements that help us meet the needs of multiple assignments, including enhancing the schedule and lowering costs. Some of these elements are as follows:

- **Contract Management** – Mr. Brian Runkles, P.E., will serve as Contract Manager and will be responsible for the overall contract performance and assuring that the County has the staff and resources needed. Mr. Runkles has 17 years of experience managing similar continuing services contracts for public agencies and will be a reliable advocate for the County.
- **Responsiveness** – Upon execution of the contract, the County will be provided with the cell phone number and email address of the key staff members listed in this submittal. Ardaman commits to responding quickly and efficiently to all task requests with the appropriate staff and equipment resources.
- **Communication** – We believe strong lines of communication are vital to the success of all projects. There will be frequent communication between our project managers, your staff, and, if applicable, the contractor. We will report our results, findings, and project status clearly and accurately and will be available for discussion and meetings as required.
- **Cost Control** – Ardaman possesses and commits to using the most appropriate technology to assure the County that the most cost-effective recommendations are made for your projects. During construction, our primary function will be to assure the County that the construction materials satisfy the project plans and specifications.
- **Safety** – Ardaman is committed to conducting business in a manner that protects the safety and health of employees, as well as the environment, others involved in its operations, its customers, and the public. We utilize the Safety Throughout Operations Program (STOP) behavioral-based safety system to achieve these goals. STOP consists of several tools that help us comply with various elements such as Management Leadership, Commitment and Accountability, Risk Assessment, Training, and Incident Investigation and Analysis.

SERVICES PROVIDED

The projects anticipated under this contract are of various types. Ardaman has served the County, and many other public agencies under similar contracts, and this experience affords us an excellent understanding of the project types, some of which are specifically described in the RFP and others that we identify from our experience serving the County.

Ardaman offers a broad range of professional engineering services on projects in Florida, throughout the United States, and internationally. These services include:

Geotechnical Investigations:

- Soil borings and sampling
- Cone penetrometer soundings
- Geotechnical reports
- Dam and levee design
- Dilatometer soundings
- Construction recommendations
- Groundwater seepage analyses
- Pavement evaluations
- Site feasibility studies
- Rock coring and testing
- Geotechnical laboratory testing
- Foundation analyses
- Geophysical exploration
- Retention pond excavation
- Slope stability analyses
- Sinkhole investigations
- Permeability evaluations
- Value engineering analysis

Construction Materials Testing and Inspection:

- Compaction tests of soil and road base
- FBV and LBR tests
- Asphalt testing, analysis of mixtures
- Pile load tests and pile driving analysis
- Pavement testing and analysis
- Construction monitoring
- Construction inspection of dams
- Threshold inspections
- Soil classifications
- Concrete quality control testing
- Analysis and testing of steel
- Water quality sampling and testing
- Monitoring pile driving
- Drain installation inspection
- Levees and control structures
- Drilled shaft inspection

Environmental Science and Water Resource Engineering:

- Phase I and II assessments
- Remedial action planning
- Indoor air quality
- Surface water modeling
- Geographic information systems
- Contamination assessments
- Asbestos investigation and remediation
- Groundwater modeling and monitoring
- Surface and groundwater monitoring
- Conveyance system design

TEAM MANAGEMENT

Mr. Brian Runkles, P.E., will serve as the Contract Manager and your single point of contact for all tasks assigned under this contract. All communication and coordination with the County will occur through Mr. Runkles. He will be responsible for managing the task's successful completion, including adherence to schedule and budget.

STAFF RESOURCE MANAGEMENT

Ardaman's long-standing philosophy is to dedicate 100% effort to each project, regardless of the size or complexity. All key staff members included in this submittal will be available to the County on an as-needed basis. We believe that we have achieved a balance of effort which efficiently and expertly leads to the successful completion of our projects, from all levels of personnel, from technical staff to senior project engineers.

The following demonstrates how our staff resources would typically be allocated for a typical geotechnical engineering assignment and a typical construction materials testing assignment, respectively.

Geotechnical Assignment

10% Contract Project Manager
 15% Senior Project Engineer
 50% Project/Staff Engineer
 15% CADD Technician
 10% Technical Secretary/Administrative
100% Successful Project Completion

Construction Materials Testing

5% Contract Manager
 10% CMT Project Manager
 50% Field Technical Testing and Inspection
 25% Laboratory Testing
 10% Project Administration
100% Successful Project Completion

QUALITY ASSURANCE AND QUALITY CONTROL

The quality of our work is one of the most critical elements of Ardaman's service standards. We have always felt that we are adequately serving our clients only if our work satisfies the appropriate standard of care. For this reason, we take our quality control and review procedures very seriously.

Our commitment to quality begins with our facilities. Our local laboratory is inspected regularly by an independent inspecting agency (CMEC) and the Florida Department of Transportation (FDOT). Our corporate soils laboratory has been qualified to meet the rigorous requirements of the U.S. Army Corps of Engineers. Our equipment is calibrated and maintained, assuring the County that the test results are accurate and can be relied upon in a dispute with a contractor or another engineering firm.

Our testing and inspection personnel undergo a thorough training program under the direction of a senior technician and must demonstrate proficiency and obtain certifications that establish their ability to provide technically correct services. All field and laboratory personnel undergo additional in-house proficiency testing on an annual basis as part of our CMEC accreditation requirement and internal QC process.

All engineering design reports are issued with at least two signatures, one of which is the proposed Contract Manager, Mr. Brian Runkles, P.E., thus assuring that every recommendation has been thoroughly discussed and considered before it is finalized. We also have a control and review process that further helps us to ensure the quality of our materials testing results. All materials test results are reviewed before processing by the Construction Services Manager to ensure accuracy and completeness. Before a final test report is sent to you, it is reviewed, signed, and sealed by a professional engineer.

Quality is also intricately connected to professional ethics. Ardaman's professional reputation in the engineering community and throughout the State is very important. Our engineers have served as statewide officers and currently serve on committees in several professional organizations dedicated to improving the professional practice of engineering, of which ethics is a cornerstone.

EXPERIENCE AND EXPERTISE

We have identified (8) eight projects performed within the past (5) five years that best illustrate our experience of the firm and current staff as it relates to the desired services noted in the RFP. These projects are identified for geotechnical services and construction material testing and inspection services. All (8) eight of our projects have been performed within the state of Florida.

- 1) **Project Name / Location:** **Florida Department of Transportation (FDOT) District 1 Lab Verification**
Ardaman Fee: \$336,311 (to date)
Project Rep. Name: Joseph W. Lee, Materials Manager-Lab Qualification
Address: Florida Department of Transportation
2730 State Road 60 West
Bartow, Florida 33830
Phone: 863-519-4227 **Email:** joseph.lee@dot.state.fl.us
Completion Date: Ongoing
Responsibility /
Project Description: **Construction Materials Testing and Inspection (Laboratory Verification Testing)**
The Bartow office has completed hundreds of laboratory verification tests for the FDOT District 1 Contract. These tests included:
- Limerock Bearing Ratios FM 5-515
 - Modified Proctors FM 1-T180
 - Standard Proctors FM 1-T99
 - Soil Classifications ASSHTO M-145
 - Particle Size Analysis of Soil ASSHTO T88
 - Liquid / Plastic Limits ASSHTO T89 and T90
 - Organic Contents FM 1-T267
 - Compressive Strength of Cylinders ASTM C-39
- Ardaman testing is consistently being performed, and the test results are entered into the FDOT MAC system in a timely manner.
- As an extension of the FDOT, and because we perform laboratory tests on FDOT projects, our lab is inspected and accredited annually by CMEC, and at least two times per year by the FDOT Materials Office. Also, each certified laboratory technician is inspected at least once per year by the FDOT Materials Office.
- Change Orders:** None
Time Extensions: None

- 2) **Project Name / Location:** **FDOT District 1, FPID 440274-2, TWO 01.37 & TWO 01.72, SR 659 (Combee Rd.) from US 98 to N. Crystal Lake Dr., Lakeland, Polk County,**
- Ardaman Fee:** \$108,106 (Original)
- Project Rep. Name:** Mark Hales
- Address:** Inwood Consulting Engineers, Inc.
3000 Dovera Dr., Ste 200
Oviedo, Florida 32765
- Phone:** 321-246-7128 **Email:** mhailes@inwoodinc.com
- Completion Date:** Ongoing
- Responsibility /** **Geotechnical Services**
- Project Description:** Ardaman geotechnical services included:
- Conducted field exploration and laboratory testing programs for Roadway Soil Survey consisting of: (i) 73 hand auger borings; (ii) estimating the seasonal high groundwater table at 16 of the 73 locations; (iii) collecting eight soil samples for full corrosion series testing near cross drains structures; and (iv) collecting six bulk samples for resilient modulus testing and deliver to the State Materials Office in Gainesville, Florida.
 - Prepared a Roadway Soil Survey Report summarizing the field and laboratory testing program results, and the subsurface soil and groundwater conditions encountered. Developed engineering recommendations for the design and construction of the embankment and pavement for the proposed roadway improvements.
 - Completed a field exploration and laboratory testing programs for a new stormwater pond, an expansion of an existing stormwater pond site, and new stormwater pipelines associated with each site consisting of: (i) seven Standard Penetration Test (SPT) borings for the two pond sites; (ii) four hand auger soil borings for the purpose of seasonal high groundwater table estimation; (iii) five SPT boring for proposed stormwater pipelines; and (iv) collecting eight soil samples for full corrosion series testing.
 - Performed a stability study for an earthen berm separating the existing stormwater pond from Crystal Lake. The field exploration consisted of two SPT borings using a mini-track rig and lake bottom probes from a watercraft adjacent to the berm to determine/verify existing slope below water surface.
 - Prepared a Report of Subsurface Soil Exploration for the pond sites, assigned soil properties and parameters based on collected boring data and performed slope stability analyses using the critical earthen berm design section, design water levels for the pond, and historical water level information for Crystal Lake.
 - Conducted field exploration and laboratory testing programs for approximately 800 feet of structural retaining walls consisting of: (i) ten SPT borings, three of which were over water (Crystal Lake) using barge-mounted rig; (ii) six auger borings; and (iii) collecting soil and water samples for full corrosion series testing.
 - Prepared a Report of Subsurface Soil Exploration for the structural retaining walls which included soil properties and parameters for analysis and design of retaining wall system.
 - Utilized in-house drilling service, including barge-mounted, mini-track, and truck-mounted drill rigs.
 - ACME Barricade and off-duty Officers by Steve Gaskins was utilized for MOT services.
- Change Orders:** None
- Time Extensions:** None

- 3) **Project Name / Location:** **Proposed New Emergency Operations Warehouse Building, Winter Haven**
Ardaman Fee: \$1,325 (to date)
Project Rep. Name: Rafael Samaniego
Polk County Board of County Commissioners
Address: 2160 Marshall Edwards Drive
Bartow, Florida 33830
Phone: 863-344-2303 **Email:** rafaelsamaniego@polk-county.net
Completion Date: Ongoing
Responsibility /
Project Description: **Construction Materials Testing and Inspection**
Ardaman was engaged, by Polk County BOCC, in 2009 to provide subsurface exploration services for the Public Safety Administration and Warehouse Buildings. After then, fill material was added to the site in the general area of the proposed Emergency Operations (EOC) Warehouse Building. Ardaman was engaged in 2023 to revisit the EOC Warehouse site to provide Construction Materials Testing services to determine if the fill material met the site work recommendations from the 2009 study.

Construction Materials Testing services for the proposed EOC Warehouse included:
- On-site meeting with PCBOCC Project Manager and Ardaman Project Manager.
 - Eleven in-place density tests from 0' to 1-foot within the proposed building footprint.
 - Eleven Hand Auger (HA) Boring to a depth of four feet within the proposed building footprint.
 - Eleven Hand Cone Penetrometer Test (HCPT) probes within the proposed building footprint.
 - Collection of soil samples for a Standard Proctor.
 - Collection of soil samples from 0' to 4' from the eleven HA borings for soil classification and laboratory testing.
 - Performance of laboratory soil index tests on select samples, including Percent passing the US No. 200 Sieve, Natural Moisture content, & Organic content.
 - Review of test findings and recommendations by a geotechnical engineer for additional site work.
 - As requested by the County, Ardaman's services were performed in a timely manner, thus delivering the final report on schedule.
- Change Orders:** None
Time Extensions: None

- 4) **Project Name / Location:** **SW Region Wastewater Treatment Facility Operations Bldg., Mulberry**
Ardaman Fee: \$9,921 (to date)
Project Rep. Name: Steve McMillan
Polk County Board of County Commissioners
Address: 2160 Marshall Edwards Drive
Bartow, Florida 33830
Phone: 863-534-5511 **Email:** stevemcmillan@polk-county.net
Completion Date: Ongoing
Responsibility / **Geotechnical Services**
Project Description: Ardaman geotechnical services included:
 - On-site meetings and location of SPT Borings.
 - Utility Locate request.
 - Performed five Standard Penetration Test (SPT) borings from 20 feet to 25 feet.
 - Used Swint Drilling, Women Owned, Subconsultant for drilling services.
 - Performance of laboratory soil index tests:
 - Nine Natural Moisture Content (%) and Percent Passing US No. 200 Sieve (%),
 - One Organic Content (%),
 - Review of field data, groundwater conditions, and laboratory data.
 - Provide a report with updated foundation design and site work recommendations.**Construction Materials Testing and Inspection**
Ardaman is currently performing Construction Materials Testing services on this project. To date, they have included:
 - Sampling and testing of both on-site soil and import fill material for Standard Proctor.
 - In-Place density tests after removal of unsuitable material and proof rolling the exposed soil within the proposed building footprint.
 - In-place density tests of the fill material (in one-foot lifts), within the proposed building footprint.
 - In-place density tests of the proposed building foundation subgrade.
 - On-site sampling of concrete for the foundation, foundation cell fill, and the cast-in-place floor slab.
 - Providing daily reports for in-place density tests and compressive strength results.
 - As requested by the County, Ardaman's services have been performed in a timely manner.**Change Orders:** None
Time Extensions: None

- 5) **Project Name / Location:** **Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales**
Ardaman Fee: \$23,568
Project Rep. Name: Jose Fernandez, E.I.
Polk County Board of County Commissioners
Address: 2160 Marshall Edwards Drive
Bartow, Florida 33830
Phone: 863-535-2310 **Email:** josefernandez@polk-county.net
Completion Date: November 3, 2021
Responsibility /
Project Description: **Geotechnical Services**
Ardaman geotechnical services included:
- Review of available aerial photographs, the USGS topographic survey map, the Polk County Soil Survey report, and the Polk County land survey.
 - Utility Locate request.
 - Performed six Standard Penetration Test (SPT) borings to a depth of 20 feet to 135 feet below the existing roadway surface.
 - Performed one shallow hand auger (HA) boring in the creek bottom and obtained a sample of flowing water in the creek below the existing bridge structure.
 - Obtained two bulk samples of subgrade soils for determination of laboratory Limerock Bearing Ratio values.
 - Visually classified soil samples obtained from the test borings and performed indicator and physical properties tests on selected samples:
 - Two Limerock Bearing Ratio
 - Corrosivity Series tests
 - Seventeen Natural Moisture Content (%)
 - Seventeen Percent Passing US No. 200 Sieve (%),
 - Three Organic Content (%),
 - Review of field data, groundwater conditions, and laboratory data.
 - Provide a report with updated foundation design and site work recommendations.
- Construction Materials Testing and Inspection**
Testing services for the Pile Installation. Ardaman performed monitoring of the installation of eight, 24-inch, 80-foot long, precast, prestressed, concrete piles at the subject bridge site.
- GRL Engineers, Inc. (GRL), under contract with Ardaman, performed dynamic testing of all eight piles (two test piles and six production piles) to estimate the axial compressive capacity of each of the installed piles. Reports of dynamic pile testing results prepared by GRL and reviewed by Ardaman.
- Change Orders:** None
Time Extensions: None

- 6) **Project Name / Location:** **Melendy Street Improvements, Between S. 8th & S. 10th Avenues, Wauchula, Hardee County, Florida**
- Ardaman Fee:** \$9,176
- Project Rep. Name:** Jamison Tondreault
Kimley-Horn & Associates, Inc.
- Address:** 116 South Kentucky Avenue
Lakeland, Florida 33801
- Phone:** 727-742-1748 **Email:** Jamison.tondreault@kimley-horn.com
- Completion Date:** October 20, 2021
- Responsibility / Project Description:** **Geotechnical Services**
Ardaman geotechnical services included:
- Review of available site aerial maps and published Hardee County soil survey data in proximity to the proposed Melendy Street Roadway Improvement Project.
 - Reconnaissance of the site by our project engineer to document conditions within the site at the time of our exploration.
 - Marking the location of proposed boring activities.
 - Request for utility locate services.
 - Planned and conducted eight pavement cores, followed by soil exploration and sampling to characterize, and evaluate existing roadway sections and subsurface soils beneath the eight selected test locations along the proposed study segment of the roadway improvement project. Planned and collected two bulk samples for LBR tests.
 - Evaluating subsurface soil conditions and groundwater table levels.
 - Performing laboratory testing of selected representative samples of the different soil types recovered from the boreholes:
 - Twelve Natural Moisture Content (%)
 - Twelve Percent Passing US No. 200 Sieve (%)
 - Two LBR tests
 - Two Grain Size Distribution tests
 - Prepared an engineering report providing the results of our findings from the field soil exploration and laboratory test program, existing pavement, and subgrade conditions at the test locations, and evaluated Pavement Structural Number for the existing conditions at the four test locations.
- Change Orders:** None
- Time Extensions:** None

- 7) **Project Name / Location:** **Overhead Power Line Upgrade & Transformer Foundation Pad,
CR 555, Bartow, Polk County, Florida**
- Ardaman Fee:** \$16,448
- Project Rep. Name:** Freeman Bass, P.E.
Chen Moore and Associates (CMA)
- Address:** 3970 Hendricks Avenue
Jacksonville, Florida 32207
- Phone:** 813-830-8185 **Email:** fbass@chenmoore.com
- Completion Date:** August 9, 2021
- Responsibility /** **Geotechnical Services**
- Project Description:** Ardaman geotechnical services included:
- The review of historical aerial photographs and Polk County Soil Survey data for the Mineral Development Overhead Power Line and Transformer Foundation Pad.
 - Marking the location of proposed borings and request for utility locate services.
 - Performance of two, 25 foot deep Standard Penetration Test (SPT) borings to determine the stratification and estimate engineering properties of the soils beneath the proposed transformer and performed seven, SPT borings each to a depth of 25 feet below existing ground surface for the Overhead Power Line Upgrade.
 - Used ACME Barricades to provide temporary lane closure and MOT on CR-555.
 - Used Swint Drilling, Women Owned, Subconsultant for drilling services for the overhead powerline poles.
 - Used in-house drilling for the proposed transformer pad inside the substation. Complied with strict safety criteria: fire-resistant clothing & grounding rod for drill rig.
 - Evaluating subsurface soil conditions and groundwater table levels.
 - Laboratory Testing: Moisture Content (%) and Percent Passing US No. 200 Sieve.
 - Visually classified soil samples obtained from the test borings.
 - Prepared two geotechnical engineering reports to document the results of our field exploration, laboratory testing program, data evaluation, and engineering evaluation. Provided site earthwork and foundation design recommendations for the proposed mat foundation to support the new transformer. We also provided the requested design soil properties and parameters for each test hole location related to the transmission line poles. The following information was provided in our report for the seven-soil test boring locations for the transmission line poles:
 - Soil layer description, thickness, and estimated engineering properties.
 - Soil parameters for Foundation Analysis and Design (FAD).
 - Groundwater depth in borehole; design high ground water condition.
 - Total unit weight of soil above and below design water table levels.
 - Buoyant unit weight of soil. Soil friction angle. Undrained shear strength.
 - Basis of calculating side friction for both compression and uplift load analysis. Maximum design end bearing capacity for pole bottom support.
 - Parameters for the use of permanent casing should high groundwater levels be encountered.
 - Foundation excavation and backfill considerations.
 - Soil Classification for Guy Wire Anchor Design
- Change Orders:** None
- Time Extensions:** None

- 8) **Project Name / Location:** **Crooked Lake Lift Station and Force Main, Lake Wales, Polk County**
Ardaman Fee: \$15,371
Project Rep. Name: Richard Koller
Jones Edmunds & Associates, Inc.
Address: 3910 S. Washington Ave, Suite 210
Titusville, Florida 32780
Phone: 321-961-0045 **Email:** rkoller@jonesedmunds.com
Completion Date: February 3, 2023
Responsibility / **Geotechnical Services**
Project Description: Ardaman geotechnical services included:
- Review of historical aerial photographs and past geotechnical studies in proximity to the proposed Crooked Lake Lift Station & Force Main.
 - Marking the location of proposed boring activities.
 - Request for utility locate services.
 - Performance of one, 50 foot-deep, Standard Penetration Test (SPT) borings, and one wash boring to obtain one, undisturbed "Shelby Tube" soil sample for the purpose of laboratory permeability testing, at each of the three (3) lift station sites.
 - Performance of five (5), 15-foot deep, and five (5), 6-foot-deep auger borings along the proposed route of force main.
 - Used ACME Barricade for MOT.
 - Used Swint Drilling, Women Owned, Subconsultant for drilling services.
 - Examination of recovered disturbed soil samples in our laboratory for verification of soil classification and performed laboratory classification tests. Also conducted the laboratory vertical permeability testing on three prepared soil specimens (one per each of the three undisturbed "Shelby Tube" samples).
 - Performance of laboratory soil index tests:
 - Sixteen Natural Moisture Content (%)
 - Fifteen Percent Passing US No. 200 Sieve (%)
 - Three Organic Content (%)
 - Three Vertical Permeability Tests
 - Preparation of a report to document the results of our field exploration and laboratory testing program, groundwater and estimated seasonal high water table information at the development test boring sites, and site earthwork preparation and foundation design parameters recommendations for the proposed lift stations. Site subgrade preparation, bedding, and backfill recommendations for the Force main along the proposed pipeline alignment were also provided in the report.
- Change Orders:** None
Time Extensions: None

PROFESSIONAL PERSONNEL

Ardaman's strength lies primarily in the abilities of our qualified staff assigned to this contract. The organization chart below indicates the key personnel responsible for managing the work conducted for the County. Although the key staff will be the most visible to the County Staff, many other engineers and technicians in our local offices will support them. Summaries and resumes for these key individuals are also included in this section.



STAFFING CHART

NAME	ROLE	TERMINAL DEGREE	YRS. EXPERIENCE
Brian Runkles, P.E.	Contract Manager / Sr. Geotechnical Engineer	M.S. Civil (Geotech) Eng.	17
Tom Leto, P.E.	Principal Engineer / Sr. Consultant	B.S. Civil Engineering	54
Brett Buxbaum, COSS, CESCO	Health & Safety Director	B.S. General Studies Math and Science	18
Binod Chalise, P.E.	Sr. Project Engineer	M.S. CI Sciences	22
Rick Barlow	Construction Services Manager	B.S. FBBC	28
Dan Dunham, P.E., S.I.	Sr. Materials Engineer Threshold Special Inspect.	B.S. Civil Engineering	40
Mike Milhorn	Sr. Engineering Inspector	-----	36
Johnny Purvis	Sr. Technician / Asst. Lab Manager	-----	36
Justin Ballard	Sr. Engineering Technician	-----	18
Mason Brackins	Drilling Services Manager	-----	30
Allen Watson	Lab Manager	-----	27
Aaron Bigham	Sr. Certified Welding Inspector (CWI)	-----	18
Lavanda Williams	Sr. Engineering Technician	-----	35
SUBCONSULTANTS			
SRL (MBE) Sherri Payne	Analytical / Chemical Laboratory Testing Analyst	-----	35
RCS (DBE) Christopher Sotomayor, P.E.	Geotechnical and Materials Engineer	B.S. Civil Engineering	6
BES (DBE) Troy Whitfield, P.E.	Materials Engineer	M.S. Civil Engineering	25
Ambient (MBE) Marcelo Passos Ferreira dos Reis	Geophysical Testing / Drilling	M.S. Marine Science/Marine Biology	21
TCP (DBE) Orlando Nunez	Maintenance of Traffic	-----	23
Rita Staffing (W/MBE) Rich Hames	Temporary Staffing	B.B.A. Finance	30
Swint Drilling Robert Swint	Drilling Services	-----	41
GRL Mohamad Hussein, P.E.	Pile and Drilled Shaft Testing		40

Geotechnical Engineering

Mr. Brian Runkles, P.E., will serve as **Contract Manager**, and **Mr. Tom Leto, P.E.**, will serve as **Senior Consultant**. Mr. Runkles has 17 years of experience in geotechnical engineering and will provide overall management under this contract. Mr. Runkles has managed similar continuing services contracts for local City, County, and FDOT clients. Mr. Runkles will be supported by a team of highly qualified geotechnical engineers, all familiar with soils and materials testing services in general and projects within Polk County in particular. **Mr. Binod Chalise, P.E.**, will serve as a **Senior Project Engineer**. Mr. Chalise has 22 years of experience in coordinating field and laboratory sampling, analysis programs, engineering analyses, and preparation of technical reports. **Mr. Mason Brackins** will serve as the **Drilling Services Manager**. Mr. Brackins is a licensed water well contractor with 30 years of experience in drilling shallow and deep mechanical auger borings, Standard Penetration Test (SPT) borings, diamond core drilling, and installing monitoring wells. They will be supported by additional drill crews and project engineers from Ardaman's Tampa and Orlando branch office locations as needed.

Materials Testing and Inspection

Mr. Rick Barlow will serve as the **Construction Services Manager**. There are 22 field/lab technicians working out of the Ardaman Bartow office. One of Ardaman's most vital assets is the ability and competency of these field and laboratory technicians. Our senior technicians/inspectors average over 20 years of experience each. **Mr. Allen Watson** will serve as the **Lab Manager**, and **Mr. Aaron Bigham** will serve as **Sr. Welding Inspector (CWI)**. The pool of key senior technicians includes **Mr. Justin Ballard**, **Mr. Johnny Purvis**, and **Mr. Lavanda Williams**. Not only are they experienced, but their longevity with Ardaman suggests stability that will assure the County of a consistent source of personnel. Mr. Barlow will also be supported by **Mr. Dan Dunham, P.E.**, who will serve as a **Senior Materials Engineer** and registered **Threshold Special Inspector**.

SUBCONSULTANTS

Ardaman is a full-service geotechnical and construction materials testing and inspection company capable of performing most of the scope of services outlined using our in-house resources. However, to further enhance our capabilities and provide value to the County, we have included the following subconsultants and minority business enterprise partners on our team.

Southern Research Lab, Inc. (SRL) (MBE) will provide analytical laboratory testing services. SRL has extensive experience in management, instrumentation, data interpretation, quality assurance/quality control, budgeting, pricing, sales and marketing, and project management. SRL has joined Ardaman to pursue numerous contracts for over 19 years. We have included SRL because of their professional staff and ability to respond quickly to our local requests.

Roberts Consulting Services (RCS) (DBE) provides geotechnical engineering services, including Construction Materials Testing, Construction Engineering and Inspection (CEI), and QA/QC services. RCS is a registered Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) in Florida. RCS has a team of over 20 field experts and a dedicated group of professionals from Hillsborough, Polk, and neighboring Counties and has over 100 years of combined experience providing engineering services. We have included RCS on our team to supplement our construction materials testing staff and resources.

Baslee Engineering Solutions, Inc. (BES Inc) (DBE) has provided professional transportation engineering services throughout Florida for over 20 years. BES provides services for traffic engineering, highway design, CEI, and materials testing. The firm's staff has served as Engineers of Record for over 100 transportation projects over the last five years. These include the design of roadways, signals, lighting systems, maintenance of traffic, intersection improvement studies, Intelligent Transportation Systems (ITS), construction engineering, and materials testing. We have included BES on our team to provide construction materials testing support.

Ambient Technologies, Inc. (ATI) (MBE-DBE-SBE-SDB) provides geo-services for Environmental, Geotechnical, Exploration, Consulting, Engineering, and Construction Projects. ATI's projects vary from small local residential problems to major construction, petroleum clean-up, remediation projects, water, and wastewater utility projects, including major environmental, geotechnical, and geophysical exploration and assessment projects. We have included ATI on our team to provide additional geophysical and drilling capabilities.

Traffic Control Products of Florida (TCP) (DBE) will provide Maintenance of Traffic (MOT) Services in the event they are needed for pavement evaluations or sinkholes and other activities which may require drilling in the right-of-way. TCP of Florida is the current provider to Polk County for MOT PCMS device needs and a past provider to the City of Lakeland MOT Services Contract and Prime Contractor on several FDOT and City and County owned contracts. TCP's divisions also include Temporary Concrete Barrier Walls of all types, Concrete Footer Approved Manufacturers, Traffic Signalization, Highway Lighting and ITS, Permanent Sign Erection from Single Post installs to overhead heavy highway truss installs, Temporary Paint Striping and Permanent Striping applications and Perimeter Security and Crowd Control for special events.

Rita Staffing (W/MBE) has been in Central Florida for almost 50 years. Ardaman has previously worked with Rita Staffing to provide temporary staffing services for our office administrative needs. Please note, Ardaman will not use a staffing company to provide engineering and field testing inspection services.

GRL Engineers, Inc. (GRL) will provide PDA services on this contract. Ardaman and GRL have worked together on hundreds of projects in Florida. We have a very close and excellent working relationship, especially since their offices in Orlando are immediately adjacent to Ardaman's headquarters. GRL is the world leader in pile dynamic technology, and they will make a very strong addition to the Ardaman team.

Swint Drilling Services, Inc. will provide subcontract drilling support services. Swint Drilling was founded in 1998 and has been providing drilling services to public and private clients. Ardaman maintains a solid working relationship with Swint and routinely includes them on many continuing service contracts for public agencies.

BRIAN RUNKLES, P.E.
SENIOR GEOTECHNICAL ENGINEER**ARDAMAN & ASSOCIATES, INC., BARTOW****EDUCATION**

M.S. Civil (Geotechnical) Engineering, University of South Florida, 2006
B.S. Civil Engineering, University of South Florida, 2005

REGISTRATION

Professional Engineer, Florida, No. 72229

EXPERIENCE

Mr. Runkles is Ardaman's Bartow Branch Manager. As such, he oversees the technical and administrative operations of a full-service geotechnical engineering and construction materials testing operation. As a Senior Project Manager with 17 years of experience in the field of geotechnical engineering and construction management, Mr. Runkles conducts geotechnical evaluations and designs relating to major civil, mining, and waste disposal projects. His duties include preparing proposals and cost estimates, organizing, and coordinating field and laboratory testing programs, overseeing quality assurance testing, engineering analyses and recommendations, and preparing technical reports. He has experience on a wide range of projects, including highways and bridges, port facilities, including dredging and dredge disposal, earth dams for retention of industrial wastes, deep and shallow foundations for commercial and industrial complexes, retaining walls, and sinkholes.

Polk County Geotechnical Engineering and Materials Testing, Continuing Services Contract, Florida

Ardaman provides geotechnical investigations and recommendations for site preparation and pavement design and construction material testing, and various facilities inspection. Mr. Runkles is a Senior Project Manager/Contract Manager on this contract that Ardaman has held for many years.

FDOT District 1, Geotechnical Continuing Services Contract

Mr. Runkles serves as Senior Engineer/Project Manager for Ardaman's geotechnical continuing services contract with District 1. Under this contract, Ardaman has completed nearly 80 task order assignments on many projects located in FDOT District 1.

Avenue C Stormwater Improvements Project, Winter Haven, Polk County, Florida

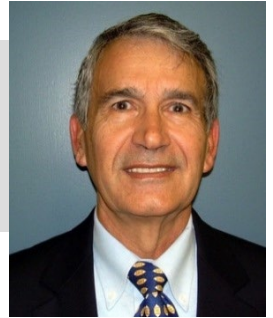
Mr. Runkles was the Project Manager for geotechnical site investigation services for the project with goals to aesthetically improve the local area, improve greenspace connectivity from downtown to the Chain of Lakes Complex, increase groundwater recharge, improve water quality in the Chain of Lakes area, increase public awareness of municipal water resources management, and construction of a new stormwater facility consisting of a dry retention pond. The scope of work included a field exploration program (hand augers for seasonal high water table determination, temporary well for determining field hydraulic conductivity testing using rising head sensitivity test method, Standard Penetration Test borings for retaining wall design) and a laboratory soil testing program (index testing on recovered samples, vertical permeability testing on undisturbed "Shelby Tube" samples).

US Hwy 17 (SR 55) at Spirt Lake Road, Polk County, Florida

Mr. Runkles was the Project Manager for geotechnical site investigation and geotechnical engineering services for roadway and intersection improvements. The scope of work included a field exploration program (hand augers for seasonal high water table determination, soil probes for muck delineation, and Standard Penetration Test borings at strain pole locations) and a laboratory soil testing program. He developed and provided soil properties required for the Roadway Soil Survey sheets and drilled shaft foundation analysis and design.

SR 659 (Combee Road) from US 98 to N Crystal Lake Dr., Polk County, Florida

Mr. Runkles was the Project Manager for geotechnical site investigation and geotechnical engineering services for roadway soil survey and pond site alternatives including retaining walls and seepage-slope stability analyses for a berm between Crystal Lake and the pond.

THOMAS J. LETO, P.E.
SENIOR CONSULTANT**ARDAMAN & ASSOCIATES, INC., BARTOW****EDUCATION**

B.C.E. Civil Engineering, University of Florida, 1967

REGISTRATION

Professional Engineer, Florida, No. 12458

EXPERIENCE

Mr. Leto is a Senior Consultant and Reviewer for the Bartow office of Ardaman & Associates, Inc. He is responsible for determining the scope of services and workforce requirements for major geotechnical projects. Mr. Leto has over 54 years of experience in the field of geotechnical engineering and materials testing in Florida. During this time, he has designed and observed the construction of over 75 waste phosphatic clay containment dams for the Florida phosphate industry. Annually, he performs the safety inspection of over 100 miles of dams and provides annual training of dam inspection personnel for the phosphate industry. Mr. Leto is also involved in roadway design and both heavy and light construction with an emphasis on development over mined, reclaimed lands, weak fine-grained soils including muck and phosphatic clay (slimes), and mixed hydraulic fills. He has evaluated the use of Portland cement and crushed natural and artificial aggregates to strengthen base materials.

Projects Included:

Polk County BOCC Parking Garage & Office Building, Main Street, Bartow

Engineer-in-Charge of the geotechnical investigation.

Sebring Parkway Phase III, Sebring, Highlands County, Florida

Engineer-in-Charge of a geotechnical investigation and recommendations for a 4.2-mile design-build project

Harden Boulevard Widening & Realignment, Lakeland, Florida

Project Manager for a geotechnical investigation and oversight of construction materials testing services for this major roadway.

Connersville Road Relocation Over Reclaimed Mine Land, Bartow, Florida

Mr. Leto designed a roadway embankment and provided oversight of QA/QC testing for a new road constructed in reclaimed mine cuts.

Proposed New Emergency Operations Warehouse Building, Polk County Board of County Commissioners.

Project Manager for shallow soil investigation and testing of fill pad for a warehouse building.

Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales, Polk County

Senior Consultant, reviewer of the geotechnical investigation report.

Winter Haven Transit Transfer Station

Geotechnical evaluation.

Bartow High School Expansion

Project Consultant for geotechnical investigation and analysis and design of foundations.

BRETT A. BUXBAUM, COSS, CESCO
HEALTH & SAFETY DIRECTOR



ARDAMAN & ASSOCIATES, INC., ORLANDO

EDUCATION / TRAINING

Bachelor of Science in General Studies Math and Science; Indiana University, Bloomington, IN
COSS Certified Occupational Safety Specialist (# 31195587/ Exp. 12/2025)
CESCO Certified Environmental and Safety Compliance Officer (#740173854/ Exp. 12/2023)
OSHA 40-Hour Hazardous Materials Health and Safety Instructor
OSHA 501 Instructor (10 HR and 30HR General Industry) (Exp. 2/2024)
First Responder (IMT) Certification
NIOSH 7400 and 582 Certification
MSHA Miner Certification

EXPERIENCE

Mr. Buxbaum is an Environmental Health and Safety professional with over 18 years of experience in Environmental Consulting, Occupational Health and Safety, and Industrial Hygiene. His experiences are in projects related to phosphate management, surface mining, emergency response, contamination assessments, confined space rescue, construction oversight, waste handling, and disposal. He is licensed as a certified occupational safety specialist (COSS), a certified environmental and safety compliance officer (CESCO), an OSHA instructor (501) and record keeping, Phase I, II environmental assessments, EPA instruction for Asbestos Removal I, II, III, IV, Lead inspection, I.A.Q inspection, and as a First Responder (IMT). Mr. Buxbaum has effectively used his organizational and communication skills to develop and implement programs, including behavior-based safety, reporting and record-keeping, respiratory protection, Personal Protective Equipment, Hazard Communication, Confined Space Entry, investigations, and personal injury response.

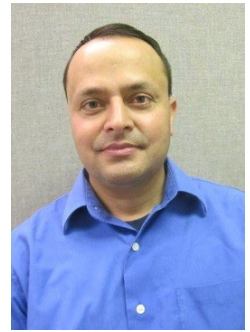
Work Experience Projects

Geotechnical - Mr. Buxbaum has provided H&S programs, emergency response plans, health and safety plans, and job safety analysis for the drilling and construction activities for the Phosphate, and Construction Industry. Projects/Clients worked on in relation to H&S consulting include Mosaic, Nutrien, Honeywell, Exxon Mobil, ACOE, and FDOT & FDEP clean-up programs.

Health and Safety – Mr. Buxbaum has provided instruction for both employees and subcontractors for 40 HR Hazwoper including FDOT, 10/30 HR OSHA General Industry; training for subcontractors for Sunoco and Exxon Mobil in behavior based safety (LPS), and EPA Licensing for Asbestos Removal for City of Indianapolis General Motors, and Clarian Health Partners. He has also created and implemented a behavior-based safety program, Safety Throughout Operations Program (STOP), for Ardaman & Associates Inc.

Emergency Response – Mr. Buxbaum responded to asbestos exposure situations in an industrial setting and for the City of Indianapolis. Designed and implemented remediation plans for asbestos, lead, and mold contamination that occurred in numerous locations, both residential and commercial, throughout the state of Indiana. Follow-up activities included source removal, assessment, monitoring, waste disposal of contamination, and training. Consulted and conducted confined space training for both entry and rescue for industrial clients.

Waste Disposal and Handling - Mr. Buxbaum performed waste handling, analytical testing, and disposal during the decommissioning of several automotive plants and hospitals in Indianapolis, IN. The wastes consisted of Asbestos, lead paint, mold, and mercury. Additional guidance also provides to other commercial and industrial clients.

BINOD R. CHALISE, P.E.
SENIOR GEOTECHNICAL ENGINEER**ARDAMAN & ASSOCIATES, INC., BARTOW****EDUCATION**

M.S. Computer & Information Sciences, University of New Haven, CT, 2004
M.Sc. Structural Engineering, Tribhuvan University, Nepal, 2000
B.S. Civil Engineering, Assam University, India, 1996

REGISTRATION

Professional Engineer, Florida, No. 66545

EXPERIENCE

Since 1997, Mr. Chalise has worked two years abroad, one year in Connecticut, and 19 years in Florida, totaling 22 years of combined experience in the fields of geotechnical engineering and construction materials testing with limited structural engineering. During this time, he has performed geotechnical engineering studies and managed construction inspection and materials testing for new building, roadway, and bridge projects, as well as rehabilitation of old buildings and roadways. He has worked on high-rise residential buildings, school campus buildings, hospitals, "big box" retail stores, churches, power line poles, towers, and tank structures in Florida. His experience also includes threshold inspection, post-tensioning inspection, and construction materials testing. He has managed geotechnical exploration projects and performed analyses in support of recommended design parameters for civil and structural engineers who design roadways, stormwater ponds, sewer, and water supply infrastructure, retaining structures, and buildings. He has performed analysis and design of deep (piles) and shallow foundations, retaining walls, earthen embankment dam and spillway pipe culvert, and construction quality control. He has extensive experience working on geotechnical projects at Mosaic's mining and chemical facilities in Florida since 2008 and at public and private development projects in Florida since 2004. He has also completed several FDOT-District 1 projects.

Roadway Bridges, Polk County, Florida

Project Engineer for geotechnical analysis and deep foundation recommendations for bridges at South Lake Reedy Boulevard, Old Lake Wales – Bartow Road, Eagle Lake Loop Road, Walk-In-Water Road, and two bridges at North Reedy Lake boulevard which included box culvert design options. Project Engineer for precast concrete pile testing and monitoring of pile installations at two of the above bridges.

FDOT District 1 Geotechnical Continuing Services Contract

FDOT-D1 – SR 659 (Combee Rd) Improvements from US 98 to North Crystal Lake Drive, Polk County, Florida

Project Engineer for geotechnical site investigation and conducting geotechnical engineering services for roadway soil survey and pond sites, including retaining walls and seepage-slope stability analyses for a berm between Crystal Lake and the pond.

Overhead Power Line Upgrade & Transformer Foundation Pad, CR 555 Bartow, Polk County, Florida

Mr. Chalise was a Project Engineer for the geotechnical engineering analysis and foundation recommendations for the overhead power line upgrade and transformer foundation project in Bartow, Polk County.

Crooked Lake Lift Station and Force Main, Polk County, Florida

Mr. Chalise was a Project Engineer for the geotechnical investigation, engineering analysis, and to provide site preparation and foundation design recommendations for the lift station wet well structures and force main pipelines at Crooked Lake in Polk County.

Polk County BOCC Parking Garage, Bartow, Florida

Project Engineer for a geotechnical engineering investigation and foundation design for a multi-level, precast concrete parking structure.

Solid Waste Transfer Facility, Sebring, Highlands County, Florida

Mr. Chalise was a Project Engineer for the geotechnical engineering analysis and foundation recommendations for office/maintenance building, transfer station, driveway/parking, and storm water management ponds at PWS Highlands Transfer facility in Sebring.

Lake August Boat Ramp, Lot 35, Washington Boulevard N.W., Lake Placid, Florida

Mr. Chalise was a Project Engineer for the subsurface investigation for the proposed boat ramp and retaining wall. He provided an analysis of subsurface soils and recommendations for site-work and foundation design of the boat ramp and retaining walls.

RICK W. BARLOW
CONSTRUCTION SERVICES MANAGER



ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

B.S. – FBBC, Iowa, 1980

CERTIFICATIONS

MSHA 24-hour Safety Training, 1997, Refresher
OSHA 40-hour Haz-Mat Safety Training, 1997, Refresher
Nuclear Gauge Safety
Nuclear Haz-Mat
Radiation Safety Officer
Materials Acceptance and Certification System - Data Entry User, Data Reviewer, & Facility Profile Manager

EXPERIENCE

Rick Barlow has worked in a Supervisory/Project Managerial role in construction materials testing/quality control and subsurface exploration since 1995. Mr. Barlow has performed quality control supervision for field and laboratory procedures, personnel certifications, documentation, and records. He has project managerial experience in the field of geotechnical exploration and has managed staff, including field and laboratory technicians, foundation drillers, CAD designers, and environmental scientists. He has performed quality control supervision for field and laboratory procedures, personnel certifications, documentation, and records. He is a Radiation Safety Officer and has supervised nuclear safety programs and procedures, including conducting Hazmat Safety Training classes. Mr. Barlow has been involved in various field investigation activities, such as groundwater monitoring, construction materials testing, and geotechnical explorations. Since 2003, he has managed the daily scheduling of field technicians, reviewed Construction Materials Testing reports, and provided quality control supervision.

FDOT District 1 – Continuing Services Contract, Construction Materials, Verification Laboratory - Multiple Projects

Polk County BOCC – Continuing Services Contract, Geotechnical & Construction Materials Testing - Multiple Projects

Polk County, Emergency Operations Warehouse Building, 1890 Jim Keene Blvd, Winter Haven, Construction Materials Testing coordination

Polk County, SW Region Waste Water Treatment Facility Operations Building, Mulberry, Construction Materials Testing coordination

Polk County, Tax Collector, 90-Foot Communications Tower, Geotechnical Investigation and Construction Materials Testing coordination

Polk County, Walker Road Park, Phase 1, Geotechnical Investigation and Construction Materials Testing coordination

Polk County, Parking Garage, Project Manager for the Construction Materials Testing

Lakeland Linder Regional Airport, Taxiway B Ext. & Parking Expansion, Geotechnical Investigation & Construction Materials Testing
Taxiway C, Construction Materials Testing, FAA AIP 2-12-0041-25-2003, Construction Materials Testing

Wauchula Municipal Airport, Parking Ramp & Storage Hangar, Construction Materials Testing

Lake Wales Airport, RW 17-35 Safety Area Improvements, Construction Materials Testing

Bartow Municipal Airport, Sewer Rehab, Construction Materials Testing

Winter Haven Area Transit (WHAT) – Construction Materials Testing

Winter Haven Transit Transfer Station – Construction Materials Testing with asphalt thickness determination

Winter Haven Hospital, 3-story building expansion – Construction Materials Testing

DAN DUNHAM, P.E., S.I.
SENIOR MATERIALS ENGINEER



ARDAMAN & ASSOCIATES, INC., ORLANDO

EDUCATION

BSCE, Civil Engineering, University of Central Florida, 1980

REGISTRATION/PROFESSIONAL AFFILIATIONS

Professional Engineer, Florida, No. 36782

Florida Registered Threshold Inspector No. 0928

ACI - Central Florida Chapter Board Member

CME - Former Chairman, Executive Committee, and Board of Directors Member

EXPERIENCE

Mr. Dunham has over 40 years of professional experience in construction materials testing and threshold (special) inspection services. He has been involved in numerous projects throughout Florida, including over 100 threshold-building structures.

Mr. Dunham is knowledgeable in soils (earthworks), aggregates, concrete, masonry, grout, reinforcing steel, structural steel, fireproofing (cementitious and intumescent), precast concrete, structural wood framing, soil-cement, and superpave asphalt. His project experience includes continuing services contracts with local municipalities and other governmental agencies and individual projects with owners, architects, engineers, and contractors. Dan has worked on several high-profile projects in the Central Florida area:

- The Amway Center (home of the Orlando Magic)
- Dr. Phillips Center for the Performing Arts
- 55 W (5th tallest building in downtown Orlando)
- Orange County Convention Center North & South Concourses
- Universal Studios North & South Parking Garages
- Universal Studios Lost Continent at the Islands of Adventure
- RDV Sportsplex (training facility of the Orlando Magic & Orlando Solar Bears)
- City of Orlando Continuing Services Contract
- Central Florida Expressway Authority (CFX) Continuing Services Contract
- Orlando Arena (Amway Arena - original home of the Orlando Magic)
- Florida Mall, Lakeland Square Mall, Melbourne Square Mall
- Planet Hollywood at Disney Village Orlando
- Mary Queen of the Universe Shrine
- City of Orlando Continuing Services Contract

Orange County Public Works, Florida

Project Manager for Continuing Services Contract for Geotechnical and Construction Materials Testing Services. The scope of services included soils, concrete, and asphalt testing and inspection services.

- **International Drive Improvements** - Project Manager for approx. 2.2 miles of roadway widening (from 4 lanes to 6 lanes). Scope of work included utility backfill and pavement section testing and inspection services, including precast plant and asphalt plant inspections. Also included inspections of the Full Depth Replacement (FDR) base reconstruction.
- **International Drive Pedestrian Bridge** - Project Manager and Threshold Inspector for this approximately 410 feet enclosed pedestrian bridge connecting Orange County Convention Center to the Hyatt Regency Hotel. The structure consisted of structural steel, cast-in-place concrete, and precast concrete elements on conventional shallow foundations. Soils, concrete, and structural steel testing and inspection services were also performed on the project.

MICHAEL MILHORN
SENIOR ENGINEERING INSPECTOR / FIELD SAFETY SUPERVISOR



ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

CPN Nuclear Gauge Certified, 1987
MSHA Training, 1990, Exp. October 2023
OSHA Training, Exp. October 2023

EXPERIENCE

Mr. Michael Milhorn has 36 years of experience as a field inspector/technician with Ardaman. During this time he has completed thousands of field tests and inspections on a variety of public and private projects including roadways, airport runways, soil-bentonite cutoff walls, geomembrane liners, deep dynamic compaction, vibro-compaction, pile driving, auger cast piles, pile load test, sinkhole stabilization by compaction grouting, chemical grout injection, soil-cement, reinforced concrete structures, asphaltic concrete placement and testing, concrete/asphalt coring, foundation treatment and compacted earthfill, surface drainage ditches and culverts, pipe backfill and building foundation subgrade in-place density testing, and erosion control systems. He has also been involved in phosphate mining-related above grade improvement projects involving the construction of tens of miles of earth fill embankments. Since 2005 he has been the Quality Assurance / Safety Supervisor for Ardaman's Bartow field technician staff.

AREAS OF EXPERTISE

Soil (ASTM)

Moisture content (D-2216)
Organic content (D-2974)
Unit weight (undisturbed sample)
Sieve analysis (D-421, D-422)
Percent fines (D-1140)
Standard proctor (D-698)

Modified proctor (D-1557)
DRI - In-place permeability (D-3385)
Nuclear density (ASTM D-6938)
Sand cone density (ASTM D-1556)
Balloon density (ASTM D-2167)
Drive sleeve density (ASTM D-2937)
Field CBR (ASTM D-4429)

Speedy moisture tester
Florida Bearing Value (FBV)
Vibroflotation monitoring
Deep dynamic compaction monitor
Pile driving monitoring
Pile installation, auger-cast & driven

Concrete Testing (ASTM)

Sampling (D-31)
Slump test (C-31)
Unit weight and yield (C-138)
Molding cylinders (C-31)
Air meter (C-231 and C-173)
Cure, prep & cap of conc. cylinders (C-684)
Beams - flexural test (C-78 or C-293)
Collect concrete/pavement cores (C-47)

Core prep & compression test (C-42)
Compressive strength testing (C-683)
Sample coarse/fine aggregate (D-75)
Sample/test concrete masonry units (C-55)
Compress strength mason prism (C-67)
Mortar/grout reinforced masonry (C-67)
Specific gravity of concrete (C-127, C-128)
Reporting procedures

Steel Inspection and Testing (AISC)

Non-destructive, visual welding inspection (4-99 or AWS Manual)

Torque test of bolt connect (5-169)
Post-tension cable place/tension

Foundation Soil Drilling (ASTM)

Hand cone penetration
Hand auger borings
Classification of soils (D-2487)

Shallow soil surveys
Muck probing
Waste clay sampling

JOHNNY PURVIS
SENIOR ENGINEERING TECHNICIAN



ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

MSHA 24-hour Safety Training, Current
OSHA 16-hour, Current
ACI Concrete Strength Testing Tech
ACI Aggregate Base
ACI Aggregate Testing Tech
CTQP Aggregate Base
CTQP Qualified Sampler
CTQP Aggregate Testing Tech
LBR Technician

EXPERIENCE

Mr. Purvis worked as a Field and Laboratory Technician with Ardaman & Associates, Inc. from 1987 to 2005. From 2005 to 2013, Mr. Purvis managed a testing laboratory for a roadway contractor. Upon returning to Ardaman in 2013, he has been involved in laboratory testing of soils, aggregates, and hardened concrete. Mr. Purvis has earned all the certifications to become a certified lead laboratory technician. Mr. Purvis has the responsibility of assisting in keeping all laboratory equipment verified and calibrated to ISO 17025 standards. The Ardaman – Bartow laboratory is inspected annually by CMEC. Also, as part of Ardaman's Continuing Services Contract for Materials with The Florida Department of Transportation (FDOT), District 1, the laboratory is inspected regularly by the FDOT. He is a key person involved in these inspections.

FDOT District 1, Various projects, Florida – Provided laboratory testing including Gradation, Percent Fines, Organic Content, Atterberg Limits, LBR with Modified Proctor, Standard Proctors, and Compressive Strength of hardened concrete.

FDOT Turnpike, SunTrax project, Polk County Florida – Provided laboratory testing including Gradation, Percent Fines, Organic Content, LBR with Modified Proctor, Standard Proctors, and compressive strength of hardened concrete.

Polk County BOCC, Various Projects, Polk County – Provided laboratory testing for both geotechnical investigations and Construction Material Testing/inspections, including Gradation, Percent Fines, Organic Content, LBR with Modified Proctor, and Standard Proctors.

Maaden Waad Al-Shamal, Phosphate Company (MWSPC), Saudi Arabia – Provided one-year of laboratory oversight, management, and on-site training of an international crew of laboratory technicians.

C.W. Bill Young Regional Reservoir, Hillsborough County, Florida – Field Lab Supervisor/Inspector on 930-acre fresh water reservoir. His responsibilities included monitoring soil-bentonite mix cutoff wall, unsuitable soil removal, geomembrane liner, placement of 12 million cubic yards of earth fill, and soil-cement rip-rap for the upstream slope protection.

Various Single Home Construction Projects, Polk, Highlands, and Hardee County, Florida – Provided laboratory tests including Modified and Standard Proctors, Moisture Content, Percent Fines, and Organic Content.

JUSTIN BALLARD
SENIOR ENGINEERING TECHNICIAN



ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

MSHA 24-hour Safety Training, Current

OSHA 16-hour, Current

Nuclear Gauge Safety

Areas of Expertise:

Soils (ASTM)

✓ Nuclear density (D-6938)

✓ Drive sleeve density (D-2937)

Concrete Testing (ASTM)

✓ Sampling (D-31)

✓ Slump test (C-31)

✓ Unit weight and yield (C-138)

✓ Molding cylinders (C-31)

✓ Air meter (C-231 and C-173)

✓ Cure, prep & cap of conc. cylinders (C-684)

EXPERIENCE

Mr. Ballard has performed as a Field Inspector and Engineering Technician with Ardaman & Associates, Inc. since April 2005. He has been involved in monitoring and construction materials testing on a wide variety of projects, including agency, municipal, commercial, industrial, and residential, for soil compaction, intrusion grouting, and installation of ductile iron pipe piles. Mr. Ballard is also experienced with sampling and testing fresh Portland cement concrete, pavement subgrade, and base materials.

Polk County BOCC, Emergency Operations (EOC) Warehouse Building, Jim Keene Blvd, Winter Haven, Polk County, Florida

Performed in-place density tests, Hand Auger (HA) Borings, and Hand Cone Penetrometer Test (HCPT) probes at eleven locations within the proposed EOC warehouse building footprint. Collected soil samples from the HA borings and a sample for a Standard Proctor test.

Polk County BOCC, SW Region Wastewater Treatment Facility Operations Building, Mulberry, Polk County, Florida

Performed in-place density tests on Operations Building subgrade, foundation subgrade, and slab subgrade.

Polk County BOCC, Walker Road Park, Phase 1, Lakeland, Polk County, Florida

Performed in-place density tests on travel lanes and parking subgrade, stabilized subgrade and base material, pipe and structure backfill, sidewalk subgrade, and building foundation subgrade.

Polk County BOCC, Lake Gwyn Park, Phase 1, Wahneta, Polk County, Florida

Performed in-place density tests on travel lanes and parking subgrade, stabilized subgrade, and base material; pipe and structure backfill; sidewalk subgrade, and building foundation subgrade.

Polk County BOCC, Northeast Regional Park, Phase 2, Davenport, Polk County, Florida

Performed in-place density tests on travel lanes and parking subgrade, stabilized subgrade, and base material; pipe and structure backfill; sidewalk subgrade, and building foundation subgrade.

Bartow Municipal Airport, Polk County, Florida

Clean Harbor – Everett Whitehead & Sons - Provided construction materials testing, including concrete sampling.

Polk County BOCC, WHAT Bus Parking, Winter Haven, Polk County, Florida

Performed in-place density tests on bus parking subgrade, stabilized subgrade, and base material.

Bartow Municipal Airport, Polk County, Florida

Sewer Rehabilitation and Taxiway – Censtate Contractors – Provided construction materials testing, including soil sampling for laboratory testing, in-place density tests, and concrete sampling.

(RICHARD) MASON BRACKINS
DRILLING SERVICES MANAGER



ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School Diploma, Oviedo High School, 1992

CERTIFICATIONS / TRAINING

State of Florida License – Water Well Contrator
MSHA (24-hour) and OSHA (16-hour) Safety Training, Current
40-Hour HAZWOPER Training, Current
In-house Driller Safety Training

EXPERIENCE

Mr. Brackins joined Ardaman in 2005 and has 30 years of experience conducting geotechnical drilling. His responsibilities include layout of boring locations, evaluating access to drilling sites, managing, and implementing site safety plans, subsurface drilling and sampling, logging boreholes, cataloguing samples and transporting field information and samples to the laboratory.

His experience in Florida includes subsurface drilling in Karst geological conditions. Karst conditions consist of fractured and soluble limestone commonly overlain by very loose, raveling surficial soils. The profile frequently includes cavities and voids which make drilling challenging. Mr. Brackins is experienced with the techniques required to successfully complete borings in these conditions. Such techniques include using steel casing to maintain the boring hole and modification of the drilling fluid viscosity.

He is also experienced with drilling and other field services related to environmental assessment services such as installation of monitoring and remediation wells, development of monitoring wells, and soil borings in potentially contaminated environments.

He is experienced with drilling on phosphogypsum stacks associated with Florida's fertilizer industry. This work has included drilling deep borings (deeper than 300 ft.) on top of these waste disposal landfills (stacks). He has specific experience conducting angled drilling techniques for collecting wireline core samples as part of a major remediation project.

Mr. Brackins has worked on hundreds of projects in Florida and a myriad of project types including:

- Chemical plants and associated ponds and waste areas
- Transportation infrastructure, including bridges
- Public water and wastewater infrastructure
- Port facilities
- Power plants
- Landfills
- Commercial buildings
- Residential facilities
- Sinkholes

Areas of Expertise:

- Standard Penetration Test (SPT Borings)
- Wireline coring (vertical and angled)
- Hollow and Solid stem auger
- Shelby tube and Pitcher tube sampling
- Lake bottom sediment sampling
- Borehole permeability testing
- Monitoring well and piezometer installation and development

ALLEN WATSON
LABORATORY MANAGER



ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

MSHA Safety Training
OSHA Safety Training
ACI Concrete Strength Testing Tech
ACI Aggregate Base
ACI Aggregate Testing Tech
CTQP Aggregate Base
CTQP Qualified Sampler
CTQP Aggregate Testing Tech
LBR Technician

EXPERIENCE

Mr. Allen Watson has over 27 years of experience as a field technician/inspector with Ardaman & Associates, Inc. Mr. Watson has earned all the certifications to become a certified lead laboratory technician. He has the responsibility of keeping all laboratory equipment verified and calibrated to ISO 17025 standards. The Ardaman – Bartow laboratory is inspected annually by CMEC. Also, as part of Ardaman's Continuing Services Contract for Materials with The Florida Department of Transportation (FDOT), District 1, the laboratory is inspected regularly by the FDOT. He is a key person involved in these inspections.

He has also been involved in monitoring concrete and earthwork field testing and inspection, pile installation monitoring, geosynthetic flexible liner installation monitoring and testing, soil-bentonite mix cutoff wall installation monitoring and sampling, in-place density testing of soil and gypsum. His specific duties included: assembling and reviewing data, preparing progress reports, directing field and technicians, and coordinating with project construction managers during site preparation; waste material removal, grading and compaction, and installation of HDPE drainpipe systems; liner/soil covers, and soil stabilization.

Areas of Expertise:

Soils (ASTM)

- ✓ Moisture content (D-2216)
- ✓ Percent fines (D-1140)
- ✓ Gradation (D-421, D-422)
- ✓ Atterberg Limits (D-4318)
- ✓ Specific Gravity (D-854)
- ✓ Organic Content (D2974)
- ✓ Standard proctor (D-698)
- ✓ Modified proctor (D-1557)
- ✓ Drive sleeve density (D-2937)
- ✓ LBR
- ✓ Florida Bearing Value

Field Inspection/Testing

- ✓ Deep dynamic soil compaction monitoring
- ✓ Pile driving monitoring
- ✓ Augered-cast in-place concrete pile installation monitoring
- ✓ Pile load tests
- ✓ Earthen dam construction inspection
- ✓ Soil-bentonite mix cutoff wall monitoring
- ✓ Vibro-compaction monitoring

Concrete Testing (ASTM)

- ✓ Sampling (D-31)
- ✓ Slump test (C-31)
- ✓ Unit weight and yield (C-138)
- ✓ Molding cylinders (C-31)
- ✓ Air meter (C-231 and C-173)
- ✓ Cure, prep & cap of conc. cylinders (C-684)
- ✓ Compressive strength testing (C-39)
- ✓ Reporting procedures

AARON BIGHAM
SENIOR CERTIFIED WELDING INSPECTOR



ARDAMAN & ASSOCIATES, INC., TAMPA

EDUCATION

U.S. Navy 1994 - 1997
High School, Graduated 1994

CERTIFICATIONS

Certified Welding Inspector C.W.I
ACI Concrete Field

EXPERIENCE

Mr. Aaron Bigham is Senior Metals Inspector and Nondestructive Testing Technician for Ardaman. He has 18 years of experience conducting visual and non-destructive inspections for commercial structures, theme park rides, and public buildings, including schools. He is also an experienced welder and a Certified Welding Inspector. Mr. Bigham is also a trained and experienced GPR operator (Radar Technician). The following relevant projects typify his experience:

Metals Inspection

- Brandon West Field Mall Expansion, Brandon, Florida
- Lead Technician for the NDT of ride systems in theme parks and quarterly track inspection for high-velocity coaster tracks.
 - Busch Garden's Tampa
 - Cypress Gardens, Winter Haven, Florida
 - Adventure Island Park, Tampa Florida
- Various Chase Bank Facilities – Roof Framing Inspections
- Various Publix Store Remodel – Roof Framing Inspections
- Highway Systems – Magnetic Particle Testing on FDOT sign structures
- Various School Projects
 - Venice Middle School – Structural Steel and Weld Inspections
 - Pine View School HVAC and Interior Renovations – Structural Steel and Weld Inspections
 - Pine View School Building 11 Upgrades – Structural Steel and Weld Inspections
 - Venice Middle School – Structural Steel and Weld Inspections
 - Riverview High School – Structural Steel and Weld Inspections

Ground Penetrating Radar

- Acorn Drive Survey, Polk County, Florida
- Memphis Cemetery, Palmetto, Manatee County, Florida
- School Site 113-K8-E-6, Orange County Florida
- Seabreeze Elementary School, Manatee County, Florida
- Various Roadways and Utilities in Hillsborough County, Florida
- Residential Sinkhole Investigations in Hillsborough, Pasco, Hernando and Pinellas Counties, Florida

LAVANDA WILLIAMS
SENIOR INSPECTOR



ARDAMAN & ASSOCIATES, INC., TAMPA

EDUCATION

High School Diploma, Hillsborough High School

CERTIFICATIONS

ACI – Concrete Strength Testing
ACI – Concrete Field Testing
Concrete Lab Technician
Aggregate Testing
Aggregate Base Testing
Qualified Sampler
LBR Technician
Asphalt Paving – Level 1
Nuclear Density Gauge Operators

EXPERIENCE

Mr. Williams has provided services as a Senior Inspector on FDOT District-Wide CEI projects and as the Construction Materials Laboratory Manager for the past 35 years and has been with Ardaman for the past 15 years. He is also proficient in performing tests such as Atterberg Limits, Percent Finer than No. 200 Sieve, Moisture Content, LBRs, Proctors, Sieve Analysis and Asphalt Extraction/Gradation, FBVs, field density tests, concrete testing, and asphalt plant inspections. Further, he has extensive experience in fireproofing inspection, roof cut extraction, soil-cement design, concrete design, laboratory, and field testing.

Mr. Williams performs all aspects of field and lab testing for various materials testing projects involving soils and concrete. Mr. Williams currently supervises the laboratory testing of soils and construction materials as well as providing limited field inspection.

Representative projects include:

- **SW Region Waste Water Treatment Facility Operations Building, Mulberry, Polk County, Florida – Materials Testing**
- **The Suncoast Parkway 2 – Phase I Expansion – Verification Testing**
- **Park Street Safe Routes to School Improvements, Pinellas Park, Florida**
- **NE Coachman & Old Coachman Road Intersection Improvements, Pinellas County, Clearwater, Florida**
- **110th Avenue Road Reconstruction, Pinellas County, Clearwater, Florida**
- **Sunshine Skyway Fishing Pier Rehabilitation, St. Petersburg, Florida**
(Financial Project ID 431750-3-52-01)- Concrete sampling and testing
- **Hopewell SR 60 Weigh Station- Plant City, Florida**
(Financial Project ID 434825-1-52-01)- Earthwork and concrete testing
- **University of Tampa Palm Apartments, Phase II, Tampa, Florida**
- **Eastport Development, Port of Tampa, Florida**
- **USCENTCOM Joint Intelligence Center, MacDill Air Force Base, Tampa, Florida**



SHERRI PAYNE

Southern Research Laboratories Inc. Vice President and co-owner, January 1991 to present.

EXPERIENCE:

Sherri Payne is Vice President and co-owner of Southern Research Laboratories (SRL) a small minority owned business headquartered out of Orlando, Florida.

With over 30 years of expertise in Environmental Analysis and Remediation, her extensive laboratory experience and qualified staff provide compliant and quality analysis of environmental samples; water, soil, air, sludge and other media as needed to meet the needs of a diversified and demanding clientele, including commercial and governmental agencies.

Analysis includes practiced and specialized applications of Hewlet Packard GC's, GCMS's, chromatographic interpretations, calculations, troubleshooting, and method's development to ensure precision, accuracy and defend-ability of results reporting.

Accomplishments include successful completion of EPA performance evaluation studies; development of strong client relationships through personal contact and specialized client/project management plans that ensure chain of custody from sample receipt, analysis and results provision all the way through to timely budget administration.

SRL's extensive experience in organic analysis of drinking water & environmental media for organic contaminants of concern (EPA), participation in federal & state certifications and diversified expertise permit flexibility that only a small and focused facility can provide; quick turnaround, consistent performance, and personal attention to specialized requests for analysis of (other) contaminants of interest can be facilitated with confidence of analytical quality and accountability.

(06/91-02/94), Organic Analyst

Joyce Environmental Consultants Inc., Orlando, Florida

Responsibilities included sample preparation in organics, analyzing and analysis of environmental, drinking water, and EPA continuing performance evaluation studies for organic contaminants. Assisted in wet chemistry, AA, and Micro. Analysis includes operation of Hewlet Packard GC's, chromatographic interpretations, calculations, precision/accuracy, troubleshooting, and maintenance. Ordering laboratory supplies associated with selected responsibilities

(11/90-05/91) co-owner/Corporate Secretary/Project Manager/Analyst

(P)ayne (C)owley & (B)owers Environmental Laboratories Inc., Orlando, Florida

Primary responsibilities were to develop client relationships through person and telephone contact. Assisted clients with pricing, sampling kits, shipping sampling kits and sample receiving. Project management from receipt of samples through billing. Performing sample preparation in organic extraction and AA from various matrices

(06/87-12/90), Sample Management/Analyst

Orlando Laboratories Inc., Orlando, Florida

Responsibilities included the shipping and receiving of sample containers for 250-350k in monthly analysis. Maintained supplies of bottles, vials, preservatives, etc. Organized field sampling of monthly and quarterly projects. Maintained database for kit requests, weekly reports to sales staff and management. Assisted in organic extractions, wet chemistry, AA, and Micro departments

Education:

College: Seminole Community College, Sanford, FL 1977-79 Environmental Science

College: Cypress Community College, Stanton, CA 1982 Environmental Studies

Several Restek Capillary Chromatography Courses

279 Douglas Ave, SUITE 1110
Altamonte Springs, FL 32714



Christopher Sotomayor, P.E.
Geotechnical and Materials Engineer

Christopher Sotomayor has over 6 years of experience in FDOT construction material testing and geotechnical engineering projects. He manages the construction materials testing and geotechnical activities for private and public projects throughout Central Florida. Chris coordinates all field and laboratory activities associated with construction projects, reviews, and signs and seals all construction testing and inspection reports as well as geotechnical reports.

2014 – 2019

FDOT-District 5, District Wide Contract - C8559, C8A50 & C9C40

Chris served as Project Manager for this FDOT District 5 contract. Chris was responsible for all Geotechnical, Drilled Shaft and Pile Driving Activities. Responsibilities include maintaining and keeping up with IA verifications of all current inspector. Revising field logs and submitting recommendations for approval. Pavement Evaluation on multiple projects (e.g., I-4, SR 464, SR 44). These projects include project include obtaining field core data and providing a summary of the core results and pavement condition as well as resurfacing recommendations. Chris also served as project engineer for a roadway soil survey on A1A. This included obtaining field samples and running geotechnical soil laboratory tests.

2020 – Current

FDOT-District 1, District Wide Contract – CA071

Mr. Sotomayor served as a Project Manager for this District 1 contract. He is responsible for pavement evaluation and laboratory projects assigned by the district and sees them from conception to final reporting. Mr. Sotomayor has been able to consistently save the district 10 to 15 percent of the project budget by efficiently managing field operations.

2014 – 2019

Central Florida Expressway Authority, Continuing Services Contract, Florida

Drilled shaft Inspector to multiple drilled shaft installation projects for CFX projects. Mr. Sotomayor also served as the project engineer. Responsibilities include reviewing and completing drilled shaft logs, recommending further testing and submitting acceptance package.

2014 – 2019

Orange County Public Schools, Continuing Geotechnical Engineering and Materials Testing Contract

Mr. Sotomayor has served as project manager for extensive construction materials testing services on Orange County School sites. He oversees testing of concrete, soils, steel, fireproofing and pavements on various schools. Further responsibilities include keeping track of project progress to efficiently manage the budget. Projects includes Audubon Park ES, Metro West ES., Englewood ES., Parramore PS-8 ES. Avalon Park MS, Lockhart ES and Ventura ES.

Education

UCF BSCE - Civil Engineering
UCF MBA - Business Administration

TIN Number

S356100903

Qualifications / Certifications (FDOT/CTQP Certs)

*Florida Registered Professional
Engineer, Geotechnical
PE #87506*

CTQP - Drilled Shaft Inspector

CTQP - Pile Driving Inspector

CTQP - Final Estimates L1

ACI Concrete Field-Testing Tech

*Advanced Maintenance of
Traffic*

Nuclear Safety Certification

*Radiation Safety Officer
Certification*



CREDENTIALS

Professional Engineer, FL – 75841
MSCE, Civil Engineering, University of
South Florida, 2006
BS, Geology, Slippery Rock Univ., 1985
Certified Public Manager, 2014

CERTIFICATIONS

FDOT Temporary Traffic Control
Advanced (2022)
ACI Aggregate Base Testing Technician
ACI Concrete Strength Testing Tech
Aggregate Base Testing Technician
Aggregate Testing Technician
Asphalt Mix Designer Certification
Asphalt Paving I & II
Asphalt Plant I & II
Concrete Lab Technician Level I
Earthwork Construction Level I & II
Final Estimates I & II
LBR Technician
QC Manager
Qualified Sampler Technician

AWARDS

FDOT Ops Employee of Month: 10/09
FDOT Materials Employee of the
Quarter: July 2009 & October 2011

TRAINING

ADA for Design & Construction
Emergency Response & Recovery
Intermediate Maintenance of Traffic
Intersection Design
Pavement Marking Training
Precast Concrete Drainage
QA Training for Precast Concrete Pipe
Safety & Control of Equipment with
Radioactive Materials

PROFESSIONAL BACKGROUND

- Laboratory Manager/Process Writer Carpenter Technologies, September 1998 to September 2001
- PE Trainee Program, FDOT, 2007 to 2011
- Specialization Phase of PE Trainee Program in Planning, FDOT, 2011
- Senior Phase of PE Trainee Program in Materials, FDOT, 2012
- District Bituminous Supervisor, FDOT, April 2013 to February 2019
 - Asphalt Roadway Paving Issue Prevention/Resolution
- Asphalt Plant Production, Scheduling of IA/IV/VT Staff, Laboratory Inspection and Review of Asphalt Mix Designs
- Baslee Engineering Solutions, 2021 to Present
 - Senior Engineer
 - Materials Laboratory Manager
 - Winter Haven Office Manager

Troy has a strong background in Asphalt Production and Paving as his group was responsible for acceptance of all Roadway and Sidewalk projects in both Districts One and Seven while at the FDOT. He served as a Project Administrator during the Construction Phase of the Department's PE Training program on the Harden Road / Sikes Blvd project in 2008 in conjunction with Kirby Radford. He has served as the Senior Materials Engineer running the Winter Haven Materials Lab since 2020 and as the Winter Haven Office Manager since 2021, and obtained the needed training to oversee the Laboratory and field sampling. While achieving his Masters in Civil Engineering at USF, he supervised an undergraduate concrete lab course.

Harden Road / Sikes Blvd, Polk County – FDOT District One: Served in conjunction with Kirby Radford as a Project Administrator for this resurfacing and sidewalk project.

Florida Department of Transportation – District One and Seven Bituminous Supervisor (January 2007 - February 2019, 12 years 2 months): Troy was a front line supervisor in charge of the Asphalt IA/IV Program at the Department of Transportation for both Districts One and Seven, covering 11 counties in central Florida. He was challenged to keep his staff motivated in an environment of little to no salary increases interspersed with benefit cuts/added duties. He always achieved his quotas and was able to reduce his staff from a high of seven to four by the time he left. To accomplish this, he developed within his staff a pride in doing great work. This was accomplished by empowering them to make as many decisions as possible in the field and being the muscle when they felt that their directives were not being followed. His group had a great reputation for fairness and the primary concern was to resolve all issues before final acceptance of the project by the Department. program. Troy was also the supervisor of the Asphalt Plant Verification Technicians. He reviewed their output daily and handled scheduling on a weekly basis, as well as being on call daily to find coverage in the event that paving was added to that day's/night's activities.

Marcelo Passos Ferreira dos Reis, MSc.

ROLE: VP of ATI Companies LLC and Drilling Operations Manager - Subsidiary of Ambient Technologies, Inc.

EDUCATION:

- M.S., Marine Science/Marine Biology, Universidade Santa Úrsula Rio de Janeiro, Brazil, 2002
- B.Sc., Marine & Science Marine Biology, Universidade Santa Úrsula - Rio de Janeiro, Brazil, 1999

REGISTRATIONS/CERTIFICATIONS:

- Certified Ground-Penetrating Radar Operator
- ISO 14001 Lead Auditor Certification, Environmental Management; Bureau and International Register of Certified Auditors



Mr. Reis' Master of Science studies with a focus in Environmental Marine Sciences have allowed him to interface/integrate multiple factors within environmental processes. He gained vast experience in this area during several years as, first, a Team Member and then Project Director, on marine expeditions for environmental and biological studies. With his educational background and applied experiences, his skills took him to the position of professor with two private universities in Brazil. His accomplished work at the universities was recognized when he was elected "Best Professor of the Year" for two consecutive years. As Lead Environmental Auditor with Bureau Veritas Quality International, he worked with organizations and businesses to establish and maintain effective environmental management systems (EMS) in accordance with ISO 14004 standards. As the Technical/Operational Manager at ATII Brazil, in Rio de Janeiro, Mr. Reis develop the firm's geophysical services market in Brazil. Marcelo has led and managed Geotechnical and Environmental Drilling projects for the Panama Canal Project, where ATI Panamericana provided over 90% of the Geotechnical and Environmental Drilling for the Panama Canal Expansion Project. He is currently in charge of all Geotechnical and Environmental Drilling Projects throughout the State of Florida.

RELEVANT PROJECT EXPERIENCE:

Coral Springs Fire Academy FL, Coral Springs, FL - Project Manager – INTERTEK-PSI – Coral Springs & Plantation, FL – 2019 – Cost: \$6,900

Site 1 and Site 2: Installation of two (4) Temporary Monitoring wells up to 15 ft. Well is 1" with 10 ft of prepack screen. Installed and removed on same day. Open borings (concrete) for client. Built a decon pit for decontamination processing. Special handling procedures for the sampling of PFAS.

Geotechnical drilling and instrumentation installation, Panamá Canal Pacific side

Project Manager – Grupo Unidos por el Canal/ACP Panama Canal – 2014 – **Cost: \$200,000**

Geotechnical/Geological investigation drilling over 4,000 feet, with disturbed and undisturbed samples and HQ coring. With instrumentation installation. Canal Expansion on the Pacific and Atlantic side.

Orange County Superfund Site, City of Orlando, FL

Project Manager – Geosyntec – Tallahassee, FL – 2021-2022 - **Cost: \$35,000** ATI Companies completed Direct Push Technology (DPT) Drilling, Soil & Water Sampling and Monitoring Wells installations, at the Spellman Superfund Site in the City of Orlando, Florida. The purpose of the investigation was to identify and delineate the nature and extent of industrial solvents in the soil and groundwater at the site. The Scope of Work included 40 Soil Borings (direct push continuous macrocores sampling) and GW sample points up to 60-ft below land surface. This initial phase also included the installation of 6 monitoring wells (vertical and angled) were installed at the same depth (up to 60ft) for continuous monitoring of the following phases of the project.

A Minority Certified Company

Ambient Technologies, Inc. Subsidiaries & Affiliates ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics

ATI Geologica, LLC – In-Situ Testing/CPT ATI Energia, LLC – Solar Energy

Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477

info@ambienttech.com

www.ambienttech.com

www.geoviewinc.com

ORLANDO NUNEZ RESUME

EMPLOYMENT

Traffic Control Products of Florida, Inc.

October 1, 2000 -October 2004 and June 2006 - Present

Superintendent / Estimator MOT - Maintenance of Traffic Division Florida - Project Manager

Responsible for logistics of all crews for maintenance of traffic division, and installation for all FDOT projects and for private and municipal projects within Hillsborough, Pinellas, Polk, Pasco, Hernando, Citrus, Sarasota, Manatee, Highlands, Sumter, Hardee, Desoto, Lake county areas. Includes sales responsibilities and customer relations, estimating and plan engineering.

Responsible for training and certifying all employed Flag Persons in Tampa Branch. Certified FDOT Florida Advance MOT Instructor for TCP of Florida company wide.

October, 2004- June 2006

Superintendent - Barrier Wall Division - Tampa office- Traffic Control Products of Florida, Inc.

Responsible for logistics of all crews for barrier wall division - installation for all projects state wide. Includes estimating, sales, scheduling crews and trucking, customer liaison and project management.

October 1, 2000 -October 2004

Superintendent - Maintenance of Traffic Division - - Tampa Office -Traffic Control Products of Florida, Inc.

Responsible for logistics of all crews for maintenance of traffic division, and installation for all FDOT projects and for private and municipal projects within Hillsborough, Pinellas, Polk, Pasco, Hernando, Citrus, Sarasota county areas. Includes sales responsibilities and customer relations, estimating and plan engineering.

January 12, 2000- September 30, 2000

MOT Crew- Striping Crew- Permanent Sign Crew-- Traffic Control Products of Florida, Inc.

Responsible for delivery and installation of maintenance of traffic devices and installation of permanent signs and paint and thermoplastic striping application..

June 1996--January 2000

World Capital Brokerage Services, Inc..

Senior Account Executive - Series 3 registered commodity futures broker. Managed customer accounts, provide advice and trade recommendations.

January 1991-December 1999

Kash and Karry Supermarkets

Customer Service Manager, department head in frozen foods, produce and dairy. Responsible for payroll, scheduling, ordering products for the entire store. Resolved customer complaints.

EDUCATION AND TRAINING

University of South Florida 1991-1993 Basic Studies

St Petersburg Junior College 1993-1995 Physical Therapy

Certified FDOT MOT Instructor

Certified Florida Advanced Worksite Traffic Supervisor and Flagger Trainer

Completed certification for proper ethical standards in investment advertising and trading.

Infant and adult CPR Certification.

Naui certified scuba diver

OSHA 30 Certified

Sunshine State One Call ITE Trained

Skills

31 years experience in following applications and programs: MS Windows Current, MS Word, MS Windows NT, MS Excel, Quattro,Pro, MS Access, Quicken, MS DOS, Netscape, MS Outlook, Adobe Acrobat, Print Master, MS Word, Windows Draw.

Rich Hames

President, Rita Staffing

Contact

PO Box 5545
Lakeland, FL 33807
rhames@ritastaffing.com

Education

University of Georgia
BBA Finance

Key Skills

Leadership
Project Management
Budget Planning
Communication
Problem-solving

Overview

I have worked in accounting and human resource functions for over 30 years in many different capacities.

Experience

JANUARY 2022 - PRESENT

President | Rita Companies

Directing strategic objectives, overseeing daily and managing staff

JANUARY 2005 – DECEMBER 2021

Chief Financial Officer | Rita Companies

Overseeing financial, accounting and human resource functions

SEPTEMBER 1996 – DECEMBER 2004

Accounting Representative | Rita Companies

Performed accounting duties

SEPTEMBER 1990 – AUGUST 1996

Budget Analyst | University System of Georgia

Responsible for analyzing budgets for universities and colleges

ROBERT SWINT
Vice President / Chief Driller

Swint Drilling Services, Inc.
344 Lewis Road
Lithia, Florida 33547-1209
Cell 813-917-8150
Email: SWINTDRILLING@PRODIGY.NET

EDUCATION

High School Diploma / graduating from- East Bay High School

PROFESSIONAL REGISTRATION

FL. Water Well Contractor No. 9125
Lee County No. WM1027
Collier County
City of Cape Coral

EXPERIENCE

Mr. Swint has 41 years' experience and the last 25 years in the drilling industry as Vice President/Chief Driller of Swint Drilling Services, Inc. Swint Drilling was founded in 1998 and has been providing SPT drilling services to public and private clients.

Some of the firm's relevant drilling experience includes:

- US 41 By-Pass – Subsurface Investigation (0-75' soil penetration test)
- S.R. 686 – Subsurface Investigation (0-175' soil penetration test)
- Cross Town Expressway – Lee Roy Selman – Subsurface Investigation (0-175' soil penetration test)
- High-Speed Rail – Tampa to Orlando – Subsurface Investigation (0-125' soil penetration test)
- Murphy Oil Bridge – Subsurface Investigation (0-75' soil penetration test)
- REK-PIER – Subsurface Investigation (0-75' soil penetration test)
- US Centcom Joint Intelligence Center, MacDill AFB, Tampa (0-175' soil penetration test)
- Berth 213 Pavement Subsurface Evaluation (0-50' soil penetration test)
- MOSAIC Lonesome Mine, Unit 19. Fort Lonesome, Lithia
- Bartow Power Plant, Polk County
- Tampa General Parking Garage, Tampa
- Florida Natural Gas Storage, Okeechobee
- Neilson Media Research, Tampa
- Village Wood Condos, Tampa
- Wal-Mart Distribution Center, Brandon
- USF Residence Expansion Mall, Tampa
- Arcadia Monitoring Wells, Arcadia
- Osprey Power Plant, Osprey
- KMT Storage Expansion, Port Sutton
- St. Petersburg Clearwater Airport, St. Petersburg
- MUD Port Charlotte
- Interstate Business Park, Tampa
- US Pumping Station Replace, Tampa
- TIA (Tampa International Airport) Expansion
- Cross Town Expressway – Lee Roy Selman I-4 connector
- Tampa Airport Expansion
- Chanel Side Rebuild
- St Pete Pier Rebuild
- TECO Power Plant



MOHAMAD H. HUSSEIN, P.E.

Mohamad Hussein, P.E. has been associated with the original inventors of modern dynamic pile testing and analyses methods and equipment for 40 years. He is Principal Engineer / Executive Vice President / Partner of GRL Engineers, Inc. (GRL), a consulting engineering firm with 14 offices nationwide, specializing in deep foundations testing and analysis and industry leader worldwide. He is also a Partner in Pile Dynamics, Inc., the inventors, developers and manufacturers of specialized electronic deep foundations testing equipment and computer software (e.g., Pile Driving Analyzer (PDA), Pile Integrity Tester (P.I.T.), SPT Analyzer, Pile Installation Recorder (P.I.R.), Saximeter, Thermal Integrity Profile (T.I.P.), CAPWAP, GRLWEAP, etc.) with representatives worldwide.

Professional Registrations: Florida P.E. No. 41034 02/09/1989 Ohio P.E. No. 55667
Alabama P.E. No. 25819 Louisiana P.E. No. 30916
Mississippi P.E. No. 16077 New Jersey P.E. No. 24GE04946500

Experience: Conducted, supervised, or assisted with deep foundations field dynamic testing and data analyses for more than 1000 structures in 35 States in the U.S.A. and 13 countries. Since 1987, managed the GRL southeast USA operations and consulted on numerous FDOT projects in all Districts under design-bid-build conventional contracts and design/build delivery as part of design/build teams or through the CEI representing the FDOT for Verification Testing (VT), also CFX and local Counties (e.g., New Edison Bridge, Howard Franklin Bridge, Cape Coral Bridge, I-75 over Peace River Bridge, I-4 over St Johns River Bridge, SR 417 Lake Jessup Bridge, US 98 over East Bay, Nassau Sound, Bridges on I-95, I-75, I-10, and I-4 in all Districts, I-10 over Escambia Bay, Pensacola Bay Bridge, I-595, SR 408 widening, and I-4 Ultimate, Wekiva Parkway, SR 80 bridge, SR 417 and SR 429 widenings, NASA Causeway Bridge project, etc.); trained engineers from consulting firms, contractors and DOTs on the use of dynamic pile testing equipment and software; conducted state-of-the-art research on deep foundations in association with the FDOT and local universities. Chaired the first International Foundations Congress and Equipment Expo (IFCEE-2009) that has since been periodically repeated to become an industry landmark.

Professional Affiliations: Member of: The American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), Florida Engineering Society (FES), Deep Foundations Institute (DFI), Pile Driving Contractors Association (PDCA), ADSC, and ASTM. Past-Chairman (2002-2009) of the Deep Foundations Committee of ASCE's Geo-Institute, Instructor of the ASCE's Continuing Education Course on Deep Foundations. Past Chairman of the PDCA's Education Committee. Member of Committees: DFI Driven Piles, ASTM Committee D-18, and others.

Publications: More than 50 technical publications on the subject of deep foundations. Coauthor of the Geotechnical Engineering chapter in the Standard Handbook For Civil Engineers, by the McGraw-Hill publishing company. Organized and co-edited the proceedings for the 5th International Conference on the Application of Stress-wave Theory to Piles. Co-editor of 10 ASCE Geotechnical Special Publications. books.

Certifications: Foundation QA PDA Signatory Expert Level Certificate
PDCA/PDI Dynamic Testing Proficiency Expert Level Certificate

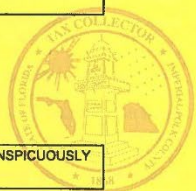
Awards: FICE GMEC 2010 Outstanding Service Award
PDCA Professional Engineer's Service Award – 2011
PDCA Presidential Distinguished Service Award – 2016
PDCA Dr. Frank Rausche Professional Engineers Service Award - 2022

References: Larry Jones, P.E., FDOT State Geotechnical Engineer – larry.jones@dot.state.fl.us
Juan Castellanos, P.E., FDOT State Geotechnical Construction Engineer – juan.castellanos@dot.state.fl.us
Ben Dreiling, CFX Director of Construction - Ben.Dreiling@cfxway.com


As indicated in Tab 1, Ardaman's local Polk County office is at 1525 Centennial Blvd., Bartow, Florida 33830. This Ardaman office was established in 1974 and has been operating in Polk County continuously for the ensuing 49 years. By definition set forth in RFP 23-328, Ardaman & Associates, Inc. qualifies as a "Polk County Entity" and should be evaluated as such. Currently, there are 33 employees permanently working at this office. Our Polk County local business tax receipt for this office is included below. Ardaman's office and senior staff in Bartow are well known by the County staff along with the entire Polk County engineering and construction community.

As requested, Ardaman's headquarters office is located at 8008 S. Orange Avenue, Orlando, Florida 32809. The headquarters has been in Orlando (Orange County) since 1959 (64 years) and currently has a staff of 173 individuals. Our Orange County local business tax receipt for Ardaman's headquarters is below.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT			
ACCOUNT NO. 2591	CLASS: B+	EXPIRES:	09/30/2023
OWNER NAME		LOCATION	
SR VICE PRES THOMAS J LETO		1525 CENTENNIAL BLVD BARTOW	
BUSINESS NAME AND MAILING ADDRESS		CODE	ACTIVITY TYPE
ARDAMAN & ASSOCIATES INC ARDAMAN & ASSOCIATES INC P O BOX 812 BARTOW, FL 338310812		540190	PROFESSIONAL ENGINEER
		PROFESSIONAL LICENSE (IF APPLICABLE)	
		-	
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 865231 08/02/2022 HSP TP 57.75 ARDAMAN & ASSOCIATES INC			



TC301F-22

Tax Collector Scott Randolph		Local Business Tax Receipt		Orange County, Florida	
This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.					
2022		EXPIRES		9/30/2023	
5000 ENGINEER FIRM	\$50.00	120 EMPLOYEES		5000-0974036	
TOTAL TAX		\$50.00			
REGULATED WASTE		\$50.00			
PREVIOUSLY PAID		\$100.00			
TOTAL DUE		\$0.00			
8008 S ORANGE AV U - ORLANDO, 32809				AL HAWAREE MOHAMAD	
PAID: \$100.00 0098-01055280 7/18/2022				ARDAMAN & ASSOCIATES INC AL HAWAREE MOHAMAD P O BOX 593003 ORLANDO FL 32859-3003	

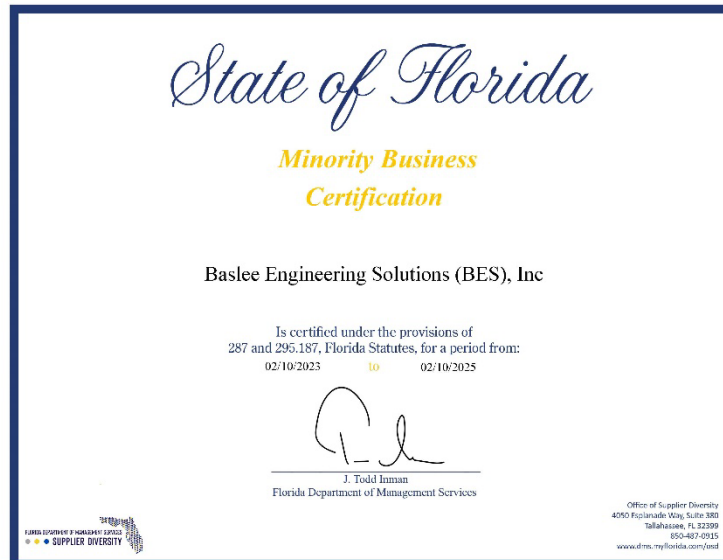
This receipt is official when validated by the Tax Collector.

Ardaman & Associates, Inc. is neither a certified Minority Owned nor a Woman Owned Business. However, we have assembled a team of sub-consultants who comply with the criteria for such business entities. The following table summarizes our (6) six certified Minority Owned or Woman Owned Business subconsultants on our team.

Company Name	Service Provided	Status
Southern Research Labs	Analytical and Chemical Laboratory Testing	MBE
Roberts Consulting Services	Asphalt Plant, Pavement Coring, Laboratory Testing	DBE
Baslee Engineering Solutions	Asphalt Plant, Laboratory Testing	DBE
Ambient	Geophysical Testing / Drilling	MBE
Traffic Control Products	Maintenance of Traffic	DBE
Rita Staffing	Temporary staffing	W/MBE

Certificates verifying the ownership status of these companies are included below.





**Minority and Small Business Development****Certification Program**

This is to certify that in accordance with City of Tampa Ordinance 2008-89

TRAFFIC CONTROL PRODUCTS OF FLORIDA INC DBA n/a

is hereby certified as a

Women Business Enterprise (WBE)

In the following specialty(ies)

Equipment for maintenance of traffic - (barricades, construction signs, high intensity lights, permanent signs, contractor safety equipment, etc.)

The certification is valid from May 10, 2022 to June 30, 2024

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.



Gregory K. Hart, Manager
Minority and Small Business Manager

State of Florida

Woman Business Certification

Rita Temporaries Inc dba Rita Staffing

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/25/2022 to 02/25/2024



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-7015
www.dms.myflorida.com/sod

Interactions with County Staff

Over our 64-year history, Ardaman has worked on hundreds of continuing services contracts with public entities in Florida. Public sector clients comprise a major portion of our business. We have, therefore, become very familiar with the unique needs of counties and cities, including the needs of Polk County. In general, working for public clients is very different from working in the private sector. Public entities, such as Polk County, are keepers of the public trust and are responsible for the well-being of their citizens. The County is subject to public scrutiny that requires a high level of professionalism and competency on the part of the County staff. As a consultant for the County, we fully understand our role in helping maintain this trust by always conducting ourselves honestly, professionally, and competently, while serving as an advocate for the County.

One of Ardaman's strengths is our desire and ability to interact with our public clients on continuing services contracts. We believe that the three keys to successful interaction and contract management include project planning, cost controls, and regular/frequent communication with County staff.

When we receive an assignment, we will interact with the County Project Manager to understand the project requirements and expectations, discuss the appropriate level of resources needed to successfully complete the project, agree upon a proposed scope of services, and develop a project budget. Once agreed upon and approved, we will communicate this information with our staff. No task will start without a full understanding of these important items by both Ardaman and Polk County.

During the performance of the work, our Project Managers will regularly communicate the progress of each project with the County through emails and/or phone calls. For geotechnical engineering assignments, we will communicate the progress of our drilling schedule and provide verbal and/or progress updates as required. If challenging conditions are encountered that could negatively impact development, we will communicate these issues with the County staff prior to issuing our report with geotechnical recommendations. For materials testing, we will interact with the County's on-site representative each day we are on-site. The results of our testing will be communicated verbally and a written daily field report summarizing our results will be provided before we leave the site. Any failures or non-compliance issues will be brought to your attention immediately, not left to be discovered at project close-out.

Project budget information will be monitored by Ardaman's project manager weekly, and monthly invoices will be submitted to the County to summarize monthly charges and remaining budget amounts. Project status letters and all test results for the invoicing period will be provided with the invoices. Any unforeseen circumstances that may affect the cost or schedule will immediately be accessed and communicated. Unless unsafe or emergency conditions are apparent, no additional work will be performed as a result of the unforeseen conditions until you have decided how to proceed.

Interactions with Regulatory Agency Staff

Geotechnical and materials engineering services do not typically include permitting directly with regulatory agencies. However, the reports we provide, and our recommendations are frequently incorporated into permit applications, so the quality of our work and relationship with regulators will directly impact permitting on behalf of Polk County. Throughout our history, Ardaman has established excellent working relationships with local and state regulatory agencies. These agencies respect our engineers, and our work is considered by their reviewers as thorough and accurate. Consider the following examples of our relationship with various regulatory agencies.

- **FDEP:** Ardaman engineers have served on FDEP technical advisory groups dealing with dam design, solid waste, wastewater management, and phosphate mining. Our senior staff is well-known and respected by FDEP. Further, Ardaman and FDEP have been recognized by the Florida Institute of Consulting Engineers for an Engineering Excellence award. Ardaman currently serves the FDEP as an approved contractor for fuel tank remediation.
- **Water Management Districts:** Ardaman has been continuously selected by Southwest Florida, South Florida, and the St. Johns River Water Management Districts for continuing services contracts directly with the Districts, indicating their respect for our abilities and work.

- FDOT: Ardaman has been selected by FDOT Districts 1, 2, 3, 5, and 7 and the Turnpike Enterprise for continuing services contracts. Also, Ardaman has been awarded research projects by the FDOT. These projects, normally awarded to academic institutions, clearly exemplify the respect the FDOT has for our work.

Our close relationships with these and other agencies will benefit Polk County as Ardaman advocates for County permits from regulatory agencies.

Workload

Ardaman currently holds continuing contracts to provide professional engineering services to various counties and municipalities, including Polk County. Since we currently serve Polk County under a similar contract, the individuals currently assigned to the County will be available for the new contract. We will not have to “ramp up” to serve Polk County efficiently, nor will our staff have to ascend a learning curve to understand the needs and procedures of the County staff.

Since most geotechnical engineering assignments and many construction testing projects are completed fairly quickly, it is difficult to ascertain future workload beyond a month or two. However, we do not foresee any new, large scale assignments in the near future and expect excess capacity of field and laboratory technicians in the Bartow office. This excess personnel can join the staff currently serving Polk County to ensure adequate staffing for County projects.

Ability to Handle the Services

Over our 64-year history, Ardaman has developed strategies and abilities to handle work under continuing services contracts. This overall ability, coupled with an experienced and significant local Polk County staff, clearly makes Ardaman able to handle the daily requirements of this contract. Please consider the following.

- We have a full-service Polk County (Bartow) office with 33 engineers, engineering technicians, and support staff. This office is augmented by our full-service sister branch offices in Tampa and Orlando that can provide over 193 additional staff members. Our nearby offices can provide seven additional drill rigs and two state-of-art cone penetrometer/piezocene rigs if necessary. The sister offices' personnel are virtually within ½-hour travel to the outer sections of the County on its west and east borders.
- Our office in Bartow includes a completely equipped and certified construction materials testing laboratory used extensively for public sector work, most notably for the FDOT. This laboratory is annually inspected and certified by the Construction Materials Engineering Council (CMEC), whose inspectors verify the proper function and calibration of our laboratory equipment and facilities along with the knowledge and competence of our laboratory staff. They also review and comment on the adequacy of our quality assurance procedures and QA Practice Manual. Also, as a verification laboratory and extension of both the FDOT District 1 and Turnpike, for laboratory testing services, our laboratory and certified laboratory technicians are inspected on a random schedule with a minimum of one comprehensive inspection by the FDOT District 1 staff per year.
- Ardaman's technicians are trained and certified to provide all of the testing services required under this contract, including but not limited to the following:
 - In-place material density testing for buildings and roadways
 - Standard and Modified Proctor Tests
 - Limerock Bearing Ratio (LBR) Tests
 - Compressive strength of concrete cylinders and masonry blocks
 - Compressive strength of soil cement specimens
 - Asphalt extraction, gradation, and Marshall stability
 - Steel inspection
 - Core drilling
 - Asphaltic concrete testing and inspection
 - Portland cement concrete testing and inspection
 - Pile driving and drilled shaft monitoring

The technician certifications include many CTQP certifications issued by the FDOT for testing and inspection of concrete, asphalt, aggregates, and other pavement materials.

- Ardaman's construction materials testing capability is augmented by the experience of our technicians and the technology of our data management and reporting. Our field staff are equipped with smartphones loaded with Agile software. This software allows the field technician to access all project records, record test locations,

conditions, and results, and immediately upload the results to the office, where final reports can be quickly processed and issued.

- Ardaman also has a number of innovative testing capabilities, including the following;
 - Vibration monitoring equipment (construction)
 - Pulse velocity (ultrasonic) evaluation (concrete)
 - Floor flatness testing (concrete)
 - Ultrasonic thickness measurement (metals)
 - Ultrasonic weld evaluation (metals)
 - Liquid Penetrant test methods (metals)
 - Penetrating radar (concrete)
 - Magnetic Particle evaluation (metals)
 - Welder qualifications (metals)
 - Reinforcing steel location by Profometer V (concrete)
 - Petrographic examination (concrete)
 - Paint thickness by ultrasonic and magnetic evaluation (metals)
 - Falling Weight Deflectometer (in-situ pavement analysis)

Although Ardaman has benefited from 64 years of experience in providing geotechnical and materials testing services, we continue to fine-tune our methods, which enable us to better produce the requested services in a timely manner, at or below budget.

One of Ardaman's most valuable assets is seasoned project managers responsible for overseeing geotechnical and materials testing project progress. All facets of the projects are watched, with attention given to timeliness, accuracy, and budgetary constraints. The result of attention to detail has shown positive performance and improvement in each component of the projects with increased awareness of the schedule and budget requirements, without a loss in quality or accuracy.

Project initiation is critical. We propose that the County staff initially contact Brian Runkles, P.E., with all requests for services. Brian has primary responsibility for the successful performance of our services and has knowledge of all aspects of our capabilities related to the performance of the services. This communication channel will ensure smooth execution of the services under this contract. During his infrequent and primarily scheduled absences (vacations, illness, etc.), Brian will be supported by our Principal Engineer, Tom Leto, P.E., who will serve as the County's contact and respond to all County requests.

DocuSign Envelope ID: 9E88A1D3-B343-4189-B76D-A2D8C95B8DCC

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Joseph Lee (Name of Person completing survey)
Florida Department of Transportation, District 1 (Name of Client Company/Contractor)

Phone Number: 863-519-4227 Email: joseph.lee@dot.state.fl.us

Subject: Past Performance Survey of Similar work:

Project name: Laboratory verification for various FDOT, District 1 projects

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: \$5,000,000 Ending Cost: Lab Related Services to date: \$336,311

Contract Start Date: 7/29/2019 Contract End Date: Active

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

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

Printed Name of Evaluator Joseph W. Lee, FDOT District 1&7 Materials

Signature of Evaluator: Joseph W. Lee

Please fax or email the completed survey to: dvance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

 To: Mark Hales, P.E. (Name of Person completing survey)

Florida Department of Transportation (Name of Client Company/Contractor)

 Phone Number: 321-246-7128 Email: mhailes@inwoodinc.com

Subject: Past Performance Survey of Similar work:

 Project name: SR 659 (Combee Rd.) from US 98 to N. Crystal Lake Dr.

 Name of Vendor being surveyed: Ardaman & Associates, Inc.

 Cost of Services: Original Cost: \$108,106.00 Ending Cost: Ongoing

 Contract Start Date: 10/29/2022 Contract End Date: Active

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

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

 Printed Name of Evaluator Mark Hales

 Signature of Evaluator: Mark Hales

 Please fax or email the completed survey to: davance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

 To: Rafael Samaniego (Name of Person completing survey)

Polk County Board of County Commissioners (Name of Client Company/Contractor)

 Phone Number: 863-344-2303 Email: rafaelsamaniego@polk-county.net

Subject: Past Performance Survey of Similar work:

 Project name: Proposed New Emergency Operations Warehouse Building

 Name of Vendor being surveyed: Ardaman & Associates, Inc.

 Cost of Services: Original Cost: \$6,788.00 Ending Cost: \$1,325.00 to date

 Contract Start Date: 3/25/2023 Contract End Date: Active

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

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

 Printed Name of Evaluator: RAFAEL SAMANIEGO

 Signature of Evaluator: [Signature]

 Please fax or email the completed survey to: dvance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material

Testing and Inspection

To: Steve McMillan (Name of Person completing survey)
Polk County Board of County Commissioners (Name of Client Company/Contractor)
 Phone Number: 863-534-5511 Email: stevemcmillan@polk-county.net
 Subject: Past Performance Survey of Similar work:
 Project name: SW Region Waste Water Treatment Facility Operations Bldg.
 Name of Vendor being surveyed: Ardaman & Associates, Inc.
 Cost of Services: Original Cost: \$10,225.00 Ending Cost: \$9,921.00 to date
 Contract Start Date: 12/4/2021 Contract End Date: Active

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

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

Printed Name of Evaluator Steven McMillan
 Signature of Evaluator: [Signature]
 Please fax or email the completed survey to: dvance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

 To: Jose Fernandez (Name of Person completing survey)

Polk County Board of County Commissioners (Name of Client Company/Contractor)

 Phone Number: 863-535-2310 Email: josefernandez@polk-county.net

Subject: Past Performance Survey of Similar work:

 Project name: Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales, Polk County

 Name of Vendor being surveyed: Ardaman & Associates, Inc.

 Cost of Services: Original Cost: \$23,573.00 Ending Cost: \$23,568.00

 Contract Start Date: 6/19/2019 Contract End Date: 11/3/2021

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

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

 Printed Name of Evaluator Jose Fernandez, E.I.

 Signature of Evaluator: Jose Fernandez Digitally signed by Jose Fernandez
Date: 2023.05.17 17:17:50 -0400

 Please fax or email the completed survey to: dvance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

 To: Jamison Tondreault (Name of Person completing survey)

Kimley-Horn & Associates, Inc. (Name of Client Company/Contractor)

 Phone Number: 727-742-1748 Email: jamison.tondreault@kimley-horn.com

Subject: Past Performance Survey of Similar work:

 Project name: Melendy Street Improvements, Between S 8th & S 10th Avenues

 Name of Vendor being surveyed: Ardaman & Associates, Inc.

 Cost of Services: Original Cost: \$9,317.00 Ending Cost: \$9,176.00

 Contract Start Date: 4/24/2021 Contract End Date: 10/20/2021

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

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

 Printed Name of Evaluator Jamison Tondreault, P.E.

 Signature of Evaluator: 

 Please fax or email the completed survey to: dvance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Freeman Bass, P.E. (Name of Person completing survey)
Chen Moore and Associates (CMA) (Name of Client Company/Contractor)
 Phone Number: 813-830-8185 Email: fbass@chenmoore.com
 Subject: Past Performance Survey of Similar work:
 Project name: Overhead Power Line Upgrade & Transformer Foundation Pad, CR 555
 Name of Vendor being surveyed: Ardaman & Associates, Inc.
 Cost of Services: Original Cost: \$18,715.00 Ending Cost: \$16,448.00
 Contract Start Date: 2/9/2021 Contract End Date: 8/9/2021

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

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

Printed Name of Evaluator Freeman Bass

Signature of Evaluator: 

Please fax or email the completed survey to: dvance@ardaman.com

Survey Questionnaire – Polk County
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

 To: Richard Koller (Name of Person completing survey)

Jones Edmunds & Associates, Inc. (Name of Client Company/Contractor)

 Phone Number: 321-961-0045 Email: rkoller@jonesedmunds.com

Subject: Past Performance Survey of Similar work:

 Project name: Crooked Lake Lift Station and Force Main, Lake Wales, Polk County

 Name of Vendor being surveyed: Ardaman & Associates, Inc.

 Cost of Services: Original Cost: \$15,402.00 Ending Cost: \$15,371.00

 Contract Start Date: 2/28/2022 Contract End Date: 2/3/2023

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

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

 Printed Name of Evaluator Richard Koller

 Signature of Evaluator: 

 Please fax or email the completed survey to: dvance@ardaman.com

Exhibit "B" (Continued)

LABOR MULTIPLIER CALCULATION

Direct labor	1.00
Payroll Burden/Fringe Benefits, Overhead/General/Administrative	0.65
Overhead/General/Administrative	<u>1.01</u>
Subtotal	2.66
Profit (@ 12%)	0.32
Total Multiplier	2.98

Exhibit "B"
Fee Schedule
Schedule of Rates
Professional & Technical Services

	Range of Raw Labor Rates		Range of Hourly Billing Rates	
Title	\$ per Hour		\$ per Hour	
Principal Engineer	73.08	106.25	217.78	316.63
Senior Engineer / Manager / Scientist	40.63	77.88	121.08	232.08
Project Engineer / Manager / Geologist / Scientist	28.58	48.08	85.17	143.28
Staff Engineer / Geologist / Scientist	25.00	33.65	74.50	100.28
Senior Engineering Technician	21.25	39.00	63.33	116.22
Engineering Technician	16.00	27.50	47.68	81.95
Senior Driller	25.50	35.50	75.99	105.79
Driller	17.00	28.00	50.66	83.44
Technical Drafter / GIS Specialist	18.00	28.00	53.64	83.44
Administrative Assistant	16.00	27.75	47.68	82.70

Range of Hourly Billing Rates Based on Multiplier of 2.98

	Item	Unit	Cost Per Unit
#	GEOTECHNICAL INVESTIGATION TESTING		
	STANDARD DRILLING		
1.0	Auger Borings (4-inch)	Per Lineal Foot	\$15.50
2.0	Wash Borings - Cuttings Only (up to 3 inch)		
2.1	Soil Drilling	Per Lineal Foot	\$11.00
2.1	Rock Drilling	Per Lineal Foot	\$18.50
3.0	Standard Penetration Test (SPT) Borings (ASTM D-1586)		
3.1	from surface to 25 feet	Per Lineal Foot	\$23.00
3.2	from 25 feet to 50 feet	Per Lineal Foot	\$25.75
3.3	from 50 feet to 100 feet	Per Lineal Foot	\$28.50
3.4	from 100 feet to 125 feet	Per Lineal Foot	\$36.50
3.5	from 125 feet to 150 feet	Per Lineal Foot	\$48.25
4.0	Furnish, Install, and Remove Casing (up to 4-inch)		
4.1	from surface to 50 feet	Per Lineal Foot	\$13.75
4.2	from 50 feet to 100 feet	Per Lineal Foot	\$16.75
4.3	from 100 feet to 150 feet	Per Lineal Foot	\$21.75
5.0	Rock Coring (N or H size)		
5.1	from surface to 50 feet	Per Lineal Foot	\$54.00
5.2	from 50 feet to 100 feet	Per Lineal Foot	\$61.75
5.3	from 100 feet to 150 feet	Per Lineal Foot	\$69.75
6.0	Drilling Conventional Rig (Time Basis)/2-Person Crew	Per Crew-Hour	\$286.25
7.0	Drilling Conventional Rig (Time Basis)/3-Person Crew	Per Crew-Hour	\$359.75
8.0	Drilling from Portable Barge (Floating Platform)	Per Job	\$PPR
9.0	Track-Mounted Direct Push Technology (rig, equipment, crew)	Per Job	\$PPR
	SAMPLING		
10.0	Additional SPT and Samples		
10.1	from 10 feet to 25 feet	Per Additional Sample	\$44.25
10.2	from 25 feet to 50 feet	Per Additional Sample	\$48.50
10.3	from 50 feet to 100 feet	Per Additional Sample	\$55.25
10.4	from 100 feet to 125 feet	Per Additional Sample	\$62.00
10.5	from 125 feet to 150 feet	Per Additional Sample	\$77.50
11.0	Undisturbed Sampling - Shelby Tube	Per Sample	\$197.75
	SOUNDINGS		
12.0	Piezocene Soundings	Per Lineal Foot	\$20.75
13.0	Muck Probing/Clay Sampling	Per Crew-Hour	\$300.25
14.0	Piezocene/Piezoprobe Soundings (Time Basis)	Per Crew-Hour	\$289.50
15.0	Piezocene Dissipation Monitoring	Per Crew-Hour	\$313.25
	OTHER CHARGES		
16.0	Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$255.00
17.0	Piezometer and Well Installation/Abandonment (plus materials)	Per Crew-Hour	\$285.00
18.0	Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	\$285.00
19.0	Well Clearing/Sensitivity Test/Water Level Reading	Per Crew-Hour	\$285.00
20.0	Double Ring Infiltration Test	Per Test	\$831.50
21.0	Air Boat Use	Per Day	\$540.00
22.0	Support Water Truck Use	Per Day	\$216.00
23.0	Soil Plate Load Test	Per Test	\$PPR
24.0	Materials and Supplies	Per Job	Cost + 12%
24.1	Grout Tremie Pipe	Per Foot	\$3.50
24.2	Drilling Mud - Grouting	Per Bag	\$24.25
24.3	Silica Sand - 50 lbs.	Per Bag	\$9.75
24.4	Portland Cement - 47 lbs.	Per Bag	\$17.50
24.5	Sakrete Mix	Per Bag	\$12.75
24.6	Bentonite Pellets	Per Pound	\$1.75
24.7	Bentonite Chips - 50 lbs.	Per Bag	\$17.00
24.8	High Solids Bentonite Grout - 50 lbs.	Per Bag	\$34.75
24.9	Pipe Solid - 2.00" TFJ PVC40	Per Foot	\$4.75
24.10	Pipe Solid - 4.00" TFJ PVC40	Per Foot	\$13.25
24.11	Pipe Slotted - 2.00" TFJ PVC40	Per Foot	\$6.75
24.12	Pipe Slotted - 4.00" TFJ PVC40	Per Foot	\$16.00
24.13	8" Manhole with Cover	Each	\$47.50
24.14	12" Manhole with Cover	Each	\$112.50
24.15	Hollow-Stem Plug - 6"	Each	\$6.25
24.16	Well Centralizer - 2.00" S.S.	Each	\$36.75
24.17	Well Centralizer - 4.00" S.S.	Each	\$38.25
24.18	4.00" Aluminum Protector Pipe	Each	\$112.25
24.19	6.00" Aluminum Protector Pipe	Each	\$247.25
24.20	Concrete Pad (2'x2'x4" above-ground or 12" flush-mount round)	Each	\$300.00
24.21	Protective Bollard (4" dia, concrete-filled, painted)	Each	\$150.00

	Item	Unit	Cost Per Unit
	GENERAL FIELD EQUIPMENT		
25.0	Asphalt/Concrete Coring Machine	Per Day	\$151.25
26.0	Generator	Per Day	\$201.00
27.0	Air Compressor	Per Day	\$107.00
28.0	Centrifugal Development Pump	Per Day	\$87.50
29.0	Submersible Sampling Pump and Controller (Daily)	Per Day	\$253.75
30.0	Submersible Sampling Pump and Controller (Weekly)	Per Week	\$756.00
31.0	Submersible Development Pump (Daily)	Per Day	\$121.00
32.0	Submersible Development Pump (Weekly)	Per Week	\$347.75
33.0	Peristaltic Purging Pump	Per Day	\$86.50
34.0	pH/Conductivity Meter	Per Day	\$37.75
35.0	Turbidity Meter	Per Day	\$88.50
36.0	Water Level Indicator	Per Day	\$37.75
37.0	Bailer Usage	Per Day	\$36.75
38.0	Vibration Monitor	Per Day	\$351.00
39.0	Trimble Geo7X w/centimeter kit GPS	Per Day	\$95.00
40.0	Trimble R2 RTK Receiver	Per Day	\$135.00
41.0	Trimble R12 RTK Receiver	Per Day	\$156.50
42.0	Transducer	Per Day	\$129.50
43.0	Hand Auger	Per Day	\$26.50
44.0	Jon Boat and Motor	Per Day	\$270.00
	GEOPHYSICAL EQUIPMENT		
45.0	Ground Penetrating Radar	Per Day	\$324.00
46.0	Geonics EM 34-3	Per Day	\$367.25
47.0	AGI Sting R1-1P	Per Day	\$343.50
48.0	Microgravity	Per Day	\$577.75
	UNMANNED AERIAL VEHICLE EQUIPMENT		
49.0	Mavic 3 Enterprise	Per Day	\$216.00
50.0	Carrier H6 Hexacopter	Per Day	\$367.25
51.0	MicaSense Altum Multispectral Sensor	Per Day	\$343.50
52.0	Sony Alpha 7R III Camera	Per Day	\$577.75
	# LABORATORY SOILS TESTING		
	CLASSIFICATION TESTS		
1.0	Soil Water Content (ASTM D2216-Method B)	Each	\$20.00
2.0	Organic Content - Loss on Ignition (ASTM D2974)	Each	\$45.75
3.0	Undisturbed Tube Sample Total Unit Weight and Dry Density (ASTM D7263-Method B; w/soil water content and classification)	Each	\$90.25
4.0	Particle-Size Distribution		
4.1	Fines Content (ASTM D1140-Method B)	Each	\$47.50
4.2	Sieve Analysis (ASTM D6913)	Each	\$69.75
4.3	Hydrometer Analysis (ASTM D7928)	Each	\$151.75
5.0	Atterberg Limits (ASTM D4318; Method A; wet preparation)		
5.1	Plasticity Index Less than 150	Per Set	\$152.25
5.2	Plasticity Index Greater than 150	Per Set	\$216.00
6.0	Shrinkage Limit (ASTM D4943)	Each	\$122.00
7.0	Specific Gravity (ASTM D854-Method A; wet preparation)	Each	\$133.75
	COMPACTION TESTS		
8.0	Standard (ASTM D698) or Modified Proctor (ASTM D1557) (Up to 5 Points)	Per Test	\$154.00
9.0	Limerock Bearing Ratio (minimum 4 Points)	Per Set	\$453.50
10.0	California Bearing Ratio	Per Set	\$680.50
11.0	Florida Bearing Value (FBCV)	Per Test	\$216.00
12.0	Florida Bearing Value (FBCV) with Determination of Blend Proportions	Per Test	\$324.00
	CONSOLIDATION TESTS		
13.0	Incremental Consolidation Test (ASTM D2435-Method B; w/c _v and C _{vc})		
13.1	Up to Ten Load or Unload Increments	Per Test	\$858.50
13.2	More than Ten Load or Unload Increments	Per Add'l Increment	\$77.25
14.0	Constant Rate of Strain Consolidation Test (ASTM D4186)	Each	\$858.50
	PERMEABILITY TESTS		
15.0	Permeability Test - Flexible Wall (ASTM D5084)		
15.1	k>1E-08 cm/sec (granular soil)	Each	\$431.00
15.2	k≤1E-08 cm/sec (cohesive soil)	Each	\$603.75
	STRENGTH TESTS		
16.0	Strength Index Tests (Torvane, Penetrometer)	Each	\$7.50
17.0	Vane Shear Test (ASTM D4648)	Each	\$30.25
18.0	Unconfined Compression Test (ASTM D2166)	Each	\$124.75
19.0	Triaxial Tests		
19.1	Unconsolidated-Undrained (ASTM D2850)	Each	\$361.75
19.2	Unconsolidated-Undrained (ASTM D2850; with Δu response)	Each	\$804.50
19.3	Consolidated-Undrained (ASTM D4767)	Each	\$804.50
19.4	Consolidated-Drained on Sands (ASTM D7181)	Each	\$664.25
19.5	Consolidated-Drained on Fine Grained Soils (ASTM D7181)	Each	\$864.00
20.0	Split Tensile for Rock Cores (ASTM D3967)	Each	\$197.00

	Item	Unit	Cost Per Unit
	CHEMICAL TESTS		
21.0	pH (FM5-550)	Each	\$11.00
22.0	Specific Conductance (FM3-D 1125)	Each	\$12.25
23.0	Sulfate (FM5-553)	Each	\$59.25
24.0	Chloride (FM5-552)	Each	\$59.25
25.0	Soil pH (FM5-550)	Each	\$59.25
26.0	Soil Specific Conductance	Each	\$59.25
27.0	Soil Resistivity (ASTM G57 or FM5-551)	Each	\$66.25
28.0	Water Corrosivity Series (FM5-550, 552, 553, FM3-D1125)	Each	\$135.25
29.0	Soil Corrosivity Series (ASTM D2216, FM5-550, 551, 552, 553)	Each	\$237.75
#	SOIL AND MATERIAL COMPACTION SERVICES		
1.0	Moisture-Density Relationship (Proctor Test)		
1.1	Standard Proctor (ASTM D698)	Each	\$154.00
1.2	Modified Proctor (ASTM D1557)	Each	\$154.00
2.0	Limerock Base or Subgrade Testing		
2.1	Limerock Bearing Ratio (LBR)	Each	\$453.50
2.2	Modified Proctor (ASTM D1557)	Each	\$154.00
3.0	In-Place Density Test – minimum of 5 per visit		
3.1	Nuclear Method (ASTM D6938)	Each	\$30.00
3.2	Sand Cone Method (ASTM D1556)	Each	\$96.00
4.0	Hand Cone Penetrometer Probe	Per Foot	\$15.50
#	ASPHALTIC CONCRETE INSPECTION SERVICES		
1.0	Asphaltic Concrete Paving Plant Inspection	Per Hour	Technician Rate
2.0	Bitumen Extraction and Aggregate Gradation	Each	\$262.50
3.0	Bitumen Extraction (FM 5-563)	Each	\$150.00
4.0	Aggregate Gradation (FM 1-T030)	Each	\$115.50
5.0	Density Determination of Cored Specimens	Each	\$51.75
6.0	Thickness Determination of Cored Specimens	Each	\$19.25
7.0	Roadway Width Measurement	Per Test	\$13.50
8.0	Limerock Thickness Measurement	Per Test	\$46.75
9.0	Stabilized Subgrade Thickness Measurement	Per Test	\$20.50
#	CONCRETE TESTING SERVICES		
1.0	Cylinders molded by our personnel, includes cylinder molds, molding, one slump test, curing, testing (cylinder size: 4x8 or 6x12)		
1.1	Compressive Strength Test of Concrete Cylinders (up to 5 per set)	Per Set	\$155.25
1.2	Additional Cylinders	Each	\$25.75
1.3	Additional Slump Test (ASTM C143)	Each	\$25.75
1.4	Air Content (ASTM C231)	Each	\$46.75
1.5	Unit Weight	Per Test	\$60.00
2.0	Cylinders Molded by Others – Delivered to our lab		
2.1	Curing, testing, report and engineering certification	Each	\$34.25
3.0	Concrete Aggregate Tests – Delivered to our lab		
3.1	Sieve Analysis (Fine or Coarse)	Each	\$77.25
3.2	Absorption	Each	\$101.00
3.3	Specific Gravity	Each	\$107.00
3.4	Unit Weight	Each	\$65.25
3.5	Salt Content	Each	\$29.75
3.6	Los Angeles Abrasion	Each	\$421.75
3.7	Soundness (5 cycle sodium sulfate)	Each	\$534.50
3.8	Soundness (5 cycle magnesium sulfate)	Each	\$534.50
4.0	Compressive Strength Test of Soi-Cement Pills (up to 5 per set)	Per Set	\$155.25
5.0	Concrete Beams - Flexural Strength (3 test per set)	Each	\$415.75
6.0	Masonry and Block		
6.1	Masonry Block Prisms (3 x 3 x 6" set of four)	Each	\$192.25
6.2	Compressive Strength of Mortar (3 cubes per set)	Each	\$163.50
6.3	Compressive Strength and Absorption of Concrete Masonry Unit	Each	\$301.00
6.4	Linear Shrinkage Test of Concrete Block	Per Set	\$PPR
7.0	Concrete Mix Design	Per Mix	\$PPR
8.0	Brush/Loss (for soil-cement basis) ASTM Durarock & Plug Mix	Each	\$PPR
9.0	Pre-Fabricated Panel Test (ASTM or FHA)	Per Job	\$PPR
10.0	Concrete Ready Mix Plant Inspection or Job Inspection	Per Job	Technician Rate
#	STEEL INSPECTION		
1.0	Inspection of Weld & Bolt Torquing	Per Hour	Technician Rate
2.0	Reinforcing Steel Inspection	Per Hour	Technician Rate
3.0	Nondestructive Testing of Steel & Connections	Per Job	\$PPR

Fran McAskill
Director
Procurement Division



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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Computer Services Non-reimbursable
5. Travel Expenses In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS Actual Costs
7. Pre-approved Equipment
(includes purchase and rental of equipment used in project) Actual Costs