

## **PROFESSIONAL SERVICE AGREEMENT**

**THIS PROFESSIONAL SERVICE AGREEMENT** (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Eisman & Russo, Inc. (the “Consultant”) a Florida corporation, headquartered at 6455 Powers Ave, Jacksonville, FL 32217, whose Federal Employer Identification Number is 59-2606484.

**WHEREAS**, the County requires certain construction engineering and in section services in connection with the Thompson Nursery Road project; and,

**WHEREAS**, the County has solicited for these services via RFP 25-245, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

### **1.0 Effective Date; Term**

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

### **2.0 Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 25-245, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Scope of Services (collectively, (i) (ii), and (iii) are “RFP 25-245”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

### **3.0 Compensation**

#### **3.1 General**

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not to exceed amount of \$5,010,675.00 stated in Exhibit "A-III" Scope of Services, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

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

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

Polk County Roads and Drainage  
3000 Sheffield Rd  
Winter Haven, FL 33880

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

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

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

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

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

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

### 3.2 Reimbursable Expenses

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

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

Overnight Deliveries  
Reproduction  
Sub-Consultant

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

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

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

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

#### **4.0 Consultant's Responsibilities**

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

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

#### **5.0 Ownership of Documents**

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

#### **6.0 Termination**

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

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

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

6.2 Unless in dispute or subject to the County's right of set-off or other remedy,

the Consultant shall be paid for Services actually rendered to the date of termination.

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

#### **7.0 No Contingent Fees**

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

#### **8.0 Assignment**

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

#### **9.0 Professional Associates and Subcontractors**

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

#### **10.0 Indemnification of County**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably

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

#### **11.0 Insurance Requirements**

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

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

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

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

**Premises and Operations:**

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

**Independent Contractors:**

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

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

## **12.0 Public Entity Crimes**

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

## **13.0 Non-Discrimination**

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

#### **14.0 Designation of Party Representatives**

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

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

#### **15.0 All Prior Agreements Superseded**

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

#### **16.0 Modifications, Amendments or Alterations**

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

#### **17.0 Independent Consultant**

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

#### **18.0 Public Records Law**



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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7670**

**EMAIL: RMLO@POLK-COUNTY.NET**

#### **19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules

regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

#### **20.0 Governing Law and Venue**

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

#### **21.0 Notices**

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

##### **For County:**

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

##### **For Consultant:**

Eisman and Russo, Inc.  
6455 Powers Ave  
Jacksonville, FL 32217  
Attention: Antonio Mahfoud

#### **22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### **23.0 Annual Appropriations**

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

### **24.0 Employment Eligibility Verification (E-VERIFY)**

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat.,

such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## **25.0 Consultant Representations**

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

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

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

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

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

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

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

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

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

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

## **26.0 Default and Remedy**

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

## **27.0 Limitation of Liability**

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

## **28.0 Waiver**

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

## **29.0 Attorneys' Fees and Costs**

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

### **30.0 Force Majeure**

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

### **31.0 Key Personnel**

The Consultant shall notify the County if any of the Consultant’s Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County’s request the Consultant shall remove without consequence to the County any of the Consultant’s contractors, sub-contractors, sub-consultants, agents or employees and replace

the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Dan Foss

Name: Ben Harris

Name: Jessica Woss

Name: Tracy Hurd

Name: Michael Conn

Name: John Mobley

Name: Taylor Harris

Name: Jorge Rapozo

Name: Tavion Williams

### **32.0 Scrutinized Companies and Business Operations Certification; Termination.**

#### **A. Certification(s).**

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

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

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

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

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

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

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may

be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

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

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

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

**33. No Construction Against Drafter**

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

**34. Unauthorized Alien(s)**

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

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



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

**ATTEST:**

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

*[Signature]* 11/14/28  
County Attorney's Office Date

**ATTEST:**

Eisman & Russo, Inc.  
a Florida Corporation

By: *[Signature]*  
Logila Maxwell  
PRINT NAME  
Secretary  
TITLE

By: *[Signature]*  
JEFF SULLIVAN  
PRINT NAME  
VP / DIRECTOR OF CEI  
TITLE

Date: 11/18/25

SEAL

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION  
STATE OF Florida County OF Duval  
The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization this 11/18/25 (Date) by Jeffrey Sullivan  
\_\_\_\_\_(Name of officer or agent) as VP/Director of CEI (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 11/18/25  
\_\_\_\_\_(Date) Angila M. Maxwell (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 \_\_\_\_\_

# AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-245, CEI Services for Thompson Nursery Road

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

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

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

Company Name: EISMAN RUSSO INC

Signature: [Signature]

Title: VP/DIRECTOR OF CEI

Date: 11/18/25

State of: FLORIDA

County of: DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2025 by Jeffrey Sullivan (name) as VP/Director of CEI (title of officer) of Eisman & Russo, Inc. (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: \_\_\_\_\_

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

(AFFIX NOTARY SEAL)



## Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

EISMAN RUSSO INC  
NONGOVERNMENTAL ENTITY

  
SIGNATURE

JEFF SULLIVAN  
PRINT NAME

VP / DIRECTOR OF CEI  
TITLE

11/18/25  
DATE

**STATEMENT OF AUTHORITY TO CONTRACT ON BEHALF OF THE CORPORATION**

Please complete only if your company is a Corporation.

I, Antonio J. Mahfoud  
Print name of corporate president

hereby certify the following statements are true and correct and apply to the corporation listed below:

1. That Eisman & Russo, Inc., is  
Name of corporation  
incorporated to do business in Florida.

2. That Jeff Sullivan, has been  
Name of Corporate Director/Officer  
appointed to serve as the VP/Director of CEI  
Position person has been appointed to hold with the corporation  
of the corporation.

3. That the Board of Directors has approved and provide  
Jeff Sullivan – VP/Director of CEI  
Print name of person and title  
with the authority to enter into and/or execute contracts and/or agreements that bind the corporation.

4. That this authority to enter into and/or execute contracts and/or agreements that bind the corporation is valid until five business days after written notice of revocation of said authority has been provided to Polk County, a political division of the State of Florida.

Antonio J. Mahfoud /Antonio Mahfoud  
Signature and Printed Name of person making statement

STATE OF FLORIDA  
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 4th day of Aug., 2025 by Antonio J. Mahfoud who is personally known to me.

Angila M. Maxwell  
Signature of Notary Public - State of Florida

Print Name of Notary

My Notary commission expires \_\_\_\_\_

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_





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

## Detail by Entity Name

Florida Profit Corporation  
EISMAN & RUSSO, INC.

### Filing Information

<b>Document Number</b>	H85663
<b>FEI/EIN Number</b>	59-2606484
<b>Date Filed</b>	11/18/1985
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<b>Last Event</b>	AMEND TO STOCK AND NAME CHANGE
<b>Event Date Filed</b>	12/08/1988
<b>Event Effective Date</b>	NONE

### Principal Address

6455 POWERS AVE  
JACKSONVILLE, FL 32217

Changed: 01/22/1997

### Mailing Address

6455 POWERS AVE  
JACKSONVILLE, FL 32217

Changed: 01/22/1997

### Registered Agent Name & Address

GREENE, MICHAEL F  
6455 POWERS AVE  
JACKSONVILLE, FL 32217

Name Changed: 01/22/1997

Address Changed: 01/22/1997

### Officer/Director Detail

#### **Name & Address**

Title PD



MAHFOUD, ANTONIO J  
6455 Powers Avenue  
JACKSONVILLE, FL 32217

Title EVPD

GREENE, MICHAEL F  
6455 Powers Avenue  
JACKSONVILLE, FL 32217

Title SVPD

PIELSTICK, BRETT H  
6455 Powers Avenue  
Jacksonville, FL 32217

Title SVP

GOMBAR, JAMES S  
6455 Powers Avenue  
Jacksonville, FL 32217

Title SVP

Kemp, John J  
6455 POWERS AVE  
JACKSONVILLE, FL 32217

Title SVP

Foss, Daniel W.  
6455 POWERS AVE  
JACKSONVILLE, FL 32217

#### Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	01/31/2024
2025	01/21/2025

#### Document Images

<a href="#">01/21/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/07/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/17/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/24/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/02/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



## Exhibit Ai

### RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing *Construction Engineering & Inspection services* here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

**Description:** Provide CEI for the Thompson Nursery Road project.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, February 26, 2025

**Bid Opening:** Wednesday, February 26, 2025, 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](mailto:michaelguerrero@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Monday, February 17, 2025, 5:00 p.m.

## RFP REGISTRATION

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

RFP Number:25-245

RFP Title: Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

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

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

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

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

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

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

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

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

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

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

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
<b>RFP Number</b>	25-245
<b>RFP Title</b>	Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road
<b>Due Date/Time:</b>	February 26, 2025, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division  330 West Church Street, Room 150, Bartow, Florida 33830

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

***Electronic Proposals Submittal:***

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email 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 25-245 Tab 1"

"RFP 25-245 Tab 2"

"RFP 25-245 Tab 3"

"RFP 25-245 Tab 4"

"RFP 25-245 Tab 5"

"RFP 25-245 Tab 6"

"RFP 25-245 Tab 7"

"RFP 25-245 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](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 25-245**

**Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road**

Sealed proposals will be received in the Procurement Division, Wednesday, **February 26, 2025, prior to 2:00 p.m.**

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

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

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

**Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at [michaelguerrero@polk-county.net](mailto:michaelguerrero@polk-county.net) or via fax at (863) 534-6789. All questions must be received by February 17, 2025, 5:00 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 construction engineering & inspection services for “Thompson Nursery Rd,” the Project.

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

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

The County will negotiate a fee schedule and or overall lump sum price as part of “Selection Process”, Elevation Level 4, Contract Negotiations.

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

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County’s public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

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

## **BACKGROUND, PURPOSE AND SCOPE**

### **Background & Purpose:**

Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of US 27 @ Thompson Nursery Road (approximately 10 miles).

Polk County has identified the construction of Thompson Nursery Road as a priority given the population and employment growth projected for the region surrounding Thompson Nursery Road. This expected growth is evident in the increased traffic demands on nearby roadways, and future development projects planned along the corridor.

## **SCOPE OF SERVICES**

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

### **Task 1 – CEI Services of Segment One (US 17 to Rifle Range Road)**

The construction of Segment One will be managed by the County with assistance from a CEI firm. Segment One is intended to operate as a stand-alone project until the design of the other Segments can be finalized and constructed (approximately 2 miles).

### **Task 2 – Optional Services (CEI Services of Segment Two - Rifle Range Road to East of CSX Crossing)**

The County reserves the option to negotiate at a later date an amendment to the agreement with the Consultant to perform CEI Services for extending Thompson Nursery Road from Rifle Range Road to east of the CSX Crossing (approximately 3 miles).

### **Task 3 – Optional Services (CEI Services of Segment Four - Eloise Loop Road to West Lake Ruby Drive)**

The County reserves the option to negotiate at a later date an amendment to the agreement with the Consultant to perform CEI Services for widening Thompson Nursery Road from Eloise Loop Road to West Lake Ruby Drive (approximately 1 miles).

### **Task 4 – Optional Services (CEI Services of Segment Five - West Lake Ruby Drive to US 27)**

The County reserves the option to negotiate at a later date an Amendment to the Agreement with the Consultant to perform CEI Services for widening Thompson Nursery Road from West Lake Ruby Drive to US 27 (approximately 3 miles).

## **AGREEMENT**

The initial term of this agreement is estimated at two (2) years after notice to proceed is issued, for Task 1. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

## **EVALUATION CRITERIA**

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

### **Tab 1 – Executive Summary**

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

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

### **Tab 2 –Approach to Project (35 Points)**

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's experience in coordinating and facilitating utility relocations on similar projects.

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the CEI services for road construction projects of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
  - a. Name and location of the project;
  - b. Size and cost of the project;
  - c. Project representative name, address, phone number, and email address;



- d. Start date, date project was completed or is anticipated to be completed; compare to the original date.
- e. The nature of the firm's responsibility on the project;
- f. Identify the key staff and their role in each project;
- g. Identify working relationship of consultants or joint venture on project, if applicable;
- h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
- i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  - a) Name and current position held by the person
  - b) Name, title and project assignment
  - c) Experience:
    - 1) Types of projects.
    - 2) Size of projects (dollar value of project).
    - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
  - Their locations that can be utilized to expedite a deliverable if required.
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for 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' 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.

- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant 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 – Interaction with Contractor for Claims Minimization (5 Points)**

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

#### **Tab 7 – Timely Completion of Projects (5 Points)**

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

### **Tab 8 – Surveys of Past Performance (10 Points)**

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

### **BID OPENING**

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

### **Selection Process**

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

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

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

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

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

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

#### **Elevation Level 2 (Scoring)**

- Procurement shall score each Proposal on the following evaluation criteria:
  - 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 - 12.

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

• Approach to Project (Tab 2)	35 Points
• Experience, Expertise, (Tab 3) Personnel, and Technical Resources	35 Points
• Interaction with Contractor for Claims Minimization (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.

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

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

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

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

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

### **Elevation Level 3 (Proposer Interviews)**

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

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

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

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

**Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, 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. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

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



## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

### **INDEMNIFICATION**

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

### **PUBLIC ENTITY CRIMES STATEMENT**

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

### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

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

## **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida,

located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

### **CONTRACTUAL MATTERS**

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

### **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

### **ADDITION/DELETION**

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

### **PROPRIETARY INFORMATION**

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

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

### **REVIEW OF PROPOSAL FILES**

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

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

### **RFP PROTEST**

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

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

**UNAUTHORIZED ALIEN(S)**

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

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be

awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

### **LIMITATIONS**

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

### **ATTORNEY'S FEES AND COSTS:**

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

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

### **PUBLIC RECORD LAWS**

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

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

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

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

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

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

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

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

**Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s)**

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

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

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

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



## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

## **EXHIBIT 1**

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

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

#### **Sending the Survey**

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included then Procurement will only use those identified under Tab 2.

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (CEI Services), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

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

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

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

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

**Preparing the Surveys**

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 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 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: \_\_\_\_\_ (Name of Person completing survey)

\_\_\_\_\_ (Name of Client Company/Consultant)

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

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of 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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

(Florida Statutes, Section 448.095)

PROJECT NAME: \_\_\_\_\_

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

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

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

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

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

**ATTEST:**

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

**CONTRACTOR:**

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

January 28, 2025

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

### **ADDENDUM #1**

#### **RFP 25-245, CEI Services for Thompson Nursery Road**

---

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: Clarifications, questions, and answers.

1. Construction plans have been added to the County's FTP Site, which can be accessed by:

To receive a copy of **Construction Plans**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "**RFP 25-245, CEI Services for Thompson Nursery Road.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications.

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: \_\_\_\_\_

February 20, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #2**

**RFP 25-245, CEI Services for Thompson Nursery Road**

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:

1. Questions, and answers.

Michael Guerrero

Sr. Procurement Analyst

Procurement Division

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

---

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

Printed Name: \_\_\_\_\_

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

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



## **RFP 25-245, CEI Services for Thompson Nursery Road**

### ***Addendum #2(Continued)***

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#### ***Questions and Answers:***

Question 1: Can you confirm the number of copies to submit?

Answer: Please submit one (1) original marked ORIGINAL and five (5) copies marked COPY.

Question 2: Are spiral bound proposals allowed, or does the County want separate binders?

Answer: Spiral bound proposals are acceptable. Please submit one (1) original marked ORIGINAL and five (5) copies marked COPY.

Question 3: Regarding RFP #25-245, under what tab should we include the required forms?

Answer: Please provide the required forms under Tab 1.

Question 4: Are utility work schedules available? If schedules are not available, can you identify the number of days prior-to and during construction for utilities?

Answer: The utility work schedules haven't been finalized due to major changes proposed at the intersection of US 17 and Thompson Nursery Road. We will provide the utility schedules at a later date.



February 26, 2025

Polk County Board of County Commissioners  
c/o Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830

Re: RFP #25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

**Eisman & Russo, Inc.** (E&R) is pleased to present our qualifications to provide CEI Services for the Thompson Nursery Road project in Polk County. The E&R team includes subconsultants **3G Engineering & Consulting Services** (DBE); **Elipsis Engineering and Consulting** (DBE); **MTN Resources** (DBE); **MSC Environmental Services**; **Roberts Consulting Group** (DBE); **The Valerin Group** (DBE); **McKim & Creed**, and **Aerial Innovations** (DBE).

E&R is a Florida headquartered company with multiple offices throughout the state including Local Offices in Polk County consistently for nearly seven years, growing our Central Florida presence alongside the communities we serve. E&R is prequalified by FDOT for CEI services, and our project team possesses all the qualifications and experience required by Polk County for CEI services on this project. In the past fifteen years, E&R has performed CEI for over \$2.6 billion in construction projects for FDOT and municipalities in Florida.

Our team's experience ranges from providing CEI services on projects from \$2 million in construction costs to over \$500 million. We serve as a catalyst to the construction process and utilize the "Engineering" in CEI. Our proposed staff have extensive experience in road widening dealing with items such as utility relocation, drainage, earthwork, asphalt, and maintenance of traffic. Our team will provide the following benefits on this project for Polk County:

- Local team with a local office and the ability for immediate responsiveness to your needs.
- Familiar with the County's processes and procedures having worked in and for the County for many years.
- Proposed Senior Project Engineer and team have successfully completed many similar projects in Polk County:
  - ✓ SR 60 from CR 555 to Broadway Ave and E Van Fleet Rd to Peace River in Bartow, 2.3 miles of construction (Scheduled completion is July 2025), \$10M
  - ✓ SR 542 from Buckeye Loop Rd to US 27, 3.7 miles widening 2 to 4 lanes, new alignment, and \$4.1M UWHCA for the City of Winter Haven and Town of Dundee, \$46.1M
  - ✓ US 27 at SR 60 Interchange reconstruction and widening, new alignment, new configuration, 10 utilities with significant relocations, \$44.7M
  - ✓ SR 542 from 1<sup>st</sup> Street to Buckeye Loop Road, 3 miles of widening to a 3-lane urban facility including UWHCA work for the City of Winter Haven
- Key proposed management and inspection staff completing current projects so fully available for the start of Thompson Nursery Road improvements.
- All team members are CEI FDOT qualified and cross-trained.
- We will perform Constructability & Biddability reviews to identify potential issues and provide comments and recommendations to Polk County prior to construction bid to help minimize/eliminates construction claims.

In closing, below and in the final pages of Tab 1 – Executive Summary is Polk County additionally specifically requested information.

- a) Eisman & Russo, Inc.  
301 S. Woodlawn Ave  
Bartow, FL 33830

Polk County Board of County Commissioners  
February 26, 2025  
Page 2

POC: Dan Foss, PE; Senior Project Engineer  
dfoss@eismanrusso.com; 813-205-6135

- b) Eisman & Russo, Inc. was established in 1985 (40 years in business)
- c) 169 full time employees; 21 licensed Professional Engineers
- d) State of Florida Incorporation document in the following pages.
- e) A screenshot of our firm's FBPR/Florida Professional Engineering license is in the following pages. We have also included a copy of our Florida Department of Transportation Prequalifications letter for the 2024-25 year.

We appreciate the opportunity to present our qualifications to Polk County and look forward to a favorable response that enables Eisman & Russo, Inc. to continue to serve the Polk County community.

Sincerely,  
**EISMAN & RUSSO, INC.**



Dan Foss, PE  
Senior Project Engineer/ Principal

# *State of Florida*

## *Department of State*

I certify from the records of this office that EISMAN & RUSSO, INC. is a corporation organized under the laws of the State of Florida, filed on November 18, 1985.


The document number of this corporation is H85663.

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

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

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



  
*Secretary of State*

Tracking Number: 1640831004CC

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 Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 19, 2024

Antonio Mahfoud, President/CEO  
EISMAN & RUSSO, INC.  
6455 Powers Avenue  
Jacksonville, Florida 32217

Dear Mr. Mahfoud:

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

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 6.1 Traffic Engineering Studies
- 7.1 Signing, Pavement Marking and Channelization
- 7.3 Signalization
- 10.1 Roadway Construction Engineering Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 Major Bridge CEI - Concrete
- 10.5.2 Major Bridge CEI - Steel
- 10.5.3 Major Bridge CEI - Segmental

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

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
147.45%	118.34%	1.097%	Reimbursed	2.00%	16.14%*

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

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

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

January 28, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #1**

**RFP 25-245, CEI Services for Thompson Nursery Road**

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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: Erika Bjork

Title: Marketing Manager

Company: Eisman & Russo, Inc.

February 20, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #2**

**RFP 25-245, CEI Services for Thompson Nursery Road**

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Contained within this addendum:

1. Questions, and answers.

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: Erika Bjork

Printed Name: Erika Bjork

Title: Marketing Manager

Company: Eisman & Russo, Inc.



## APPROACH TO PROJECT

### UNDERSTANDING OF PROJECT



Eisman & Russo's (E&R) philosophy is to work as an extension of Polk County staff and be a catalyst for the construction process to achieve a quality project completed on time and within budget. Thompson Nursery Road segment #1 is a proposed four-lane urban collector road that will require a multi-phased approach as it includes widening of US 17 by permit; new alignment construction for a portion of Thompson Nursery Road and then following and widening the existing alignment of Snively Ave/ Rifle Range Road to just south of Eloise Loop Road.

The Thompson Nursery Road project has been our focus for several years including meeting with Jose Fernandez, Doug Gable, and Joe Montoya multiple times to better understand the project needs and performing an extensive constructability review of the Phase IV plans and then presenting our findings and recommendations to Jose Fernandez and Doug Gable to assist in the plan development process. Our constructability comments and recommendations were incorporated into the 100% design plans **adding value** resulting in a more cost-effective project.

This E&R team has a long history of being the catalyst for success by fostering partnerships, overcoming obstacles (utility, design, contractor, etc.), providing innovative solutions, and tenaciously keeping projects moving forward so the traveling public is impacted as little as possible and they have the benefit of a completed project as soon as possible - all while ensuring the project meets budget. How we will achieve this commitment on the Thompson Nursery Road project is detailed below.

**Prior to Construction:** E&R will immediately begin to assess and address project risks, discrepancies in the plans, and status of any utility work required "prior to construction." We will also schedule, hold, and attend several meetings to facilitate project success. E&R will attend the pre-bid conference as noted in the specifications to aid Polk County in resolution of issues to help ensure proper bidding by contractors. We will hold a "pass the torch" meeting for information sharing with Kimley-Horn's design team (Roadway Design and City Utilities Design) and Polk County staff to discuss key design features, issues that arose during design, commitments made, and right-of-way constraints especially the temporary construction easements (TCEs) shown in the plans. We will schedule a meeting with Kristen Ethridge, FDOT Bartow Operations Center Permit Manager and her team along with Polk County staff to discuss the permit for US 17 construction including any specific requirements and final submittals. We will hold the Pre-construction Meeting with all required attendees to discuss contract requirements, contractor schedules and unique project features. E&R will hold two separate utility meetings. The first will discuss "prior to construction" utility relocation with utility companies, Polk County staff, and the contractor including status, progress, completion schedule, any issues and encourage early partnering between all parties. The second utility meeting will be scheduled once the contractor has completed initial layout so parties can discuss the contractor's schedule then move to the field to discuss location specific issues and review the contractors starting and secondary work areas.

**Coordination:** E&R highly values working with all agencies and parties to exceed their expectations and deliver a successful project so we proactively communicate with all stakeholders to address issues and expedite resolution to any potential challenges. We monitor and track the project schedule and will keep **PM Jose Fernandez** and Polk County informed of the project status. We foster the rapport between CEI, County, and Contractor as one of the most critical aspects in the timely completion of any project. Coordinating with the public and various businesses along project corridors and specific attention given to key stakeholders like Lake Ashton and Wahneta we have found invaluable for project success. With the many road use changes and the new alignment near residences, E&R will take a multi-faceted approach to informing the public of upcoming changes in construction and traffic phasing. Prior to construction E&R will meet each resident and business located near the project and provide them with a project flier and E&R contact information. This will allow us to be the initial call for questions, issue resolution, or concerns with construction on the project and alleviate the unnecessary burden from Mr. Fernandez. Next, we will utilize traditional MOT methods including variable message boards to notify traveling motorists of upcoming lane shifts and detours as shown in the plans. Lastly, since Rifle Range Road has heavy truck usage and close proximity to the Intermodal Logistics Center we will utilize our relationship with Amanda Tyner FDOT Freight Coordinator to help spread the word to trucking companies of the detours and lane closures/shifts and the new alignment for Snively Road and Thompson Nursery Road configuration. **Value Added:** E&R will have a Public Information Officer provided by **The Valein Group** part-time to assist, when requested by Polk County, in any public forums or meetings and with updating and maintaining the Thompson Nursery Road construction portion of the website.

**EEO/OJT Compliance:** The project specifications require meeting Equal Employment Opportunity and On-the-Job Training requirements. Our team is very experienced in ensuring compliance having managed many recent projects with compliance responsibilities. Our team is structured to skillfully perform the duties and efficiently ensure compliance.

**Project Schedule:** The E&R team has extensive experience with complex project schedules. We partner with the contractor to ensure a thorough baseline schedule incorporating contract requirements, sequencing, and all activities including submittals, utility relocations, and required work effort. Identifying the critical path, schedule logic, resource loading, utility relocation, and key milestones are essential to effective schedule management and ensuring completion within contract time. To maintain focus on the project's critical path, status of utility relocation, and progress towards milestones, we discuss progress at each Weekly Progress Meeting to proactively identify and address potential conflicts to minimize costly delays and project risks. This process allows us to raise an early alarm if the contractor begins missing milestones, engage executive management in partnering for solutions, ensure Polk County is protected from liability, and assist in identifying and helping the contractor implement plans to keep the project within goals for time.

We also help the contractor accelerate through evaluating opportunities for concurrent work or mitigating unforeseen issues by identifying alternate work areas or alternate approaches to minimize impact. This Team's recently completed US 27 at SR 60 interchange reconstruction project is an example of how our partnering approach was used very successfully, accelerating the project through multiple opportunities (setting beams over a 3-day weekend closure saving 10 weeks of nightly detours of US 27; rephasing concrete pavement at major intersections, eliminating a bridge construction phase, etc.) leading to the contractor **finishing the project seven months early** to the benefit of the traveling public and the client.

Every one of this team's projects in the last seven years has finished on time and two finished significantly ahead of allowable time providing significant value. Early finish combined with our efficient staff utilization has allowed us to **return over \$2.3M to our client in unused CEI dollars** providing another significant added value from our services.

**Microsoft Collaboration Site:** E&R utilizes a Microsoft collaboration site for project documentation, materials testing, RFI's, Shop Drawings, meeting minutes, project photos, and a host of other documents. The site allows for specific access to be granted to different users for different areas like sitewide for Polk County staff or folder specific access to the contractor and Engineer of Record for submittal/response to items such as RFI, RFM, and shop drawing submittals. This allows efficient flow of documents without going through a "pass through" person. We have found this **saves approximately two days per submittal** for responses returned to the contractor. One of the key features is materials testing. We utilize an Excel spreadsheet for sample documentation; once a sample is uploaded and sent to the laboratory, then they input the results in the excel file where inspection staff can retrieve the results in the field.

**Materials:** E&R has teamed with an exceptional geotechnical firm in Roberts Consulting Services (RCS). Their FDOT certified geotechnical laboratory, located in Auburndale, is within 30 minutes of the project. E&R and RCS have completed several projects together and understand the commitment to expedited material sampling and testing. RCS is also very familiar with using E&R's Microsoft collaboration site for efficient documentation of samples and test results. E&R utilizes an excel spreadsheet to document quality control testing, verification testing, and if required resolution testing per contract specifications. If resolution testing is needed, a third party, FDOT certified, engineering and testing laboratory will be utilized.

**Technology:** E&R embraces technology and utilizes multiple resources to provide our clients with better project documentation at reduced costs. E&R owns and utilizes GPS Rovers to review contractor earthwork construction including checking control, lift thicknesses, subsoil excavation, drainage inlet elevations, and pond construction to ensure there are no constructability issues. The use of GPS Rovers is also **Value Added** as E&R has found this has saved our clients additional money in surveying by limiting the need for a survey team to only checking initial established control and final as-built plans and stormwater checks for permit close-out. Our team is the only team in the area to submit subsoil final documentation in Trimble reports including a 3D model of the area excavated. E&R also owns and utilizes drones for project documentation, aerial photographs of projects, project issue photographs, construction resource manipulation, and documentation such as equipment, stockpiles, and materials. E&R also utilizes Bluebeam to overlay plans with multiple MOT phases to ensure there are no issues between phases such as grade, alignment, or differing maintenance of traffic sequences at the same location.

**Roadway:** As previously mentioned, the contractor will be constructing a 4-lane urban typical section along 1.4 miles of new alignment and the remaining 1,400 ft portion of the project will follow the existing CR 655 alignment which will be reconstructed to the same 4 lane typical section; including curb and gutter, sidewalk and a closed drainage system. The last 1,090 ft will transition the 4 lanes back to the existing 2 lane existing CR 655 roadway.

The cross sections indicate there will be over 213,529 CY of subsoil removal ranging in depth from 1 to 5 feet below existing grade. **Issue:** One of the most challenging areas of subsoil removal is in the vicinity of the **triple barrel box culvert area** at station 87+00 (Wahnetta Farms





Drainage Canal). At this location, the contractor must remove approximately 5 ft of subsoil, install the 36" trunkline and construct the triple barrel box culvert **all while maintaining the canal flows and water quality** as there are 28 monitoring sites upstream and downstream. **Solution:** E&R will work with the contractor to ensure this work is scheduled during the dry season. E&R will also have a Pre-activity Meeting to discuss the contractor's means and methods of diverting flow and box culvert construction methods. **Value Added:** During construction activities along the canal, E&R will take daily turbidity measurements to ensure water clarity standards are maintained. FDEP requires projects to meet a maximum limit of 29 NTUs above background for turbidity.

Another challenging project feature is that the milling and resurfacing limit at the beginning of the project on SR 540 – Winter Lake Road is within the CSX Railroad right-of-way. The E&R team has extensive experience on multiple projects dealing with CSX requirements and will help the contractor with the significant advanced planning necessary to ensure construction is not impacted by CSX requirements; however there is an **Issue:** The project plans and specs do not discuss working within the railroad right of way and no mention is made of the need for railroad insurance or the requirement to provide 30-day minimum notification before the work at the track starts. **Solution:** E&R recommends adding a plan note identifying the requirements for the contractor to coordinate and comply with CSX requirements. E&R will discuss CSX requirements with the contractor, ensure critical activities are accurately reflected in the project schedule, and assist the contractor in successfully meeting CSX requirements to maintain project progress.

**Maintenance of Traffic:** Maintaining traffic flow for residents and businesses along Snively Ave, Eloise Loop Rd and Rifle Range Rd will be a significant concern. E&R is aware of the BOCC's recent directive wherein all road closures over five days require the approval of the Commissioners. **Issue:** Several TTCP phases include closure of these roads for extended periods but there is no time limit indicated as to how long those detours may be in effect. **Solution:** E&R suggests that the EOR evaluate the TTCP plans for alternative solutions to closing the roads and detouring traffic or add notes limiting the number of days the detour can be in place. **Issue:** The work on US 17 and SR 540 will require a permit from FDOT which will limit the hours that lanes can be closed on those roadways as FDOT has strict policies about lane closures within 600 ft of a signalized intersection. **Solution:** E&R recommends all lane closure restrictions from final permit plans be added to the TTCP plan notes once Polk County and the EOR are finished working through the permit process with FDOT.

**Utilities:** E&R is known as an industry leader in utility relocation and has a working relationship with each utility represented in this contract. E&R understands the critical role utility relocation has on a project schedule which is why we start utility coordination prior to the construction contract. E&R reviews utility work schedules (UWS) and charts the amount of "prior to construction" each utility has which provides us a "must start" date for each utility. We coordinate with the utility, ensure they start prior to that date, or if not we delve into why and how they can recover so as to not impact the contractor's start of construction. **Value Added:** E&R's office is within 20 minutes of the project so we are able to provide utility coordination and inspection of "prior to construction" work at no additional cost to Polk County.

E&R will maintain this coordinated partnering effort once construction starts and utilities are performing "during construction" relocation efforts. E&R has been very successful partnering with utility companies to complete their relocation efforts within contract schedule and in several cases we were able to accelerate completion. However, there are certain instances where utilities were unable to meet their UWS obligations and E&R has been able to mediate over \$500,000 of claims between utility companies and contractors outside of the construction contract, so the settlement becomes a private transaction rather than a contract claim thereby saving our clients money and resources to recover those funds.

There are two water lines (6 and 8-inch) to be installed as part of the construction contract for the City of Eagle Lake. E&R has completed many miles of utility work by highway contractor (UWHCA); most recently for the City of Winter Haven and Town of Dundee. **E&R personnel have also administered many contracts utilizing Polk County Utilities (PCU) standards for water installations.** E&R team members have utilized Specification 450 of the Polk County Utilities and Specifications Manual previously including the checklist for appropriate installations. As an extension of Polk County on this project, you can rest assured E&R understands the specific requirements of 450A. E&R will be present during all stages of the acceptance process. We will document each step in 450A including the hydraulically cleaning of pressure mains by the swabbing method, hydraulic pressure testing utilizing form 450E for PVC or DI piping, disinfection of at



least 25 mg/liter with at least 10mg/liter after 16 hours, and ensure the contractor flushes the lines and bacteriological samples are taken at approved sampling points and submitted to a private laboratory certified by the State of Florida. Once all testing and reports are received, E&R will package them together for final Polk County approval and submittal to FDEP for clearance to place the system in service.

**Environmental:** E&R has reviewed contract documents and specifications for environmental considerations to include approved SWFWMD ERP permit 829041 / 43035591.002. The special provision specifications package details several endangered species that are present on the project and protection requirements that must be met. The Scrub-Jay is one that has significant requirements per the specifications including installation of an exclusionary silt fence around Scrub-Jay habitat detailed in the plans. **Issue:** The 100% plans only show basic silt fence placement along the corridor and do not depict any exclusionary silt fence placement. **Solution:** We recommend having the design team provide the exclusionary fence in the plans and note them the locations in the summary of quantities. Gopher Tortoise burrows are noted in the specifications with requirements of silt fence installation for burrow avoidance as instructed in Specifications 104. There is Eastern Indigo snake habitat noted in the specifications with requirements to implement standard protection measures published by the U.S. Fish and Wildlife. **Value Added:** Michael Conn is an industry leader in environmental rules and regulations as it pertains to endangered species in conflict with construction projects. Michael has worked with E&R on several major projects and has assisted our clients with reporting, relocation, and processing of required documentation of endangered species. As needed and at least quarterly, Michael will visit the project to ensure there are no environmental issues and perform QA inspections of the site and documentation to ensure compliance. Michael will also be available as need to help facilitate any discussions with Regulatory Agencies that are required to maintain project schedule.

**Safety & Mobility:** E&R promotes safety by making all staff responsible for safety reviews; meeting with the contractor prior to a new phase or traffic shift to assess plans for safe transition, construction zone access, appropriate MOT devices, etc.; and participating in contractor safety meetings. Safety & Mobility are discussed at every Progress Meeting. We are also keenly aware of monitoring the installation and maintenance of temporary barrier walls and crash cushions. We stress resolving safety issues timely to ensure safety is a priority. We work with the contractor to address safety and mobility issues through plan review/assessment, pre-implementation planning, inspection, performance monitoring, and providing feedback for making TTCP adjustments. We also ensure that there is a team focus on providing and maintaining safe and delineated pathways for bicyclists and pedestrians.

**Quality Assurance:** E&R is committed to quality and professional excellence. We have a tiered QA/QC process which starts on the project with staff meetings and review of upcoming work in the two-week look ahead, testing requirements and critical components for inspection. The second tier is our internal QA team of highly experienced industry professionals led by Ashley Vickers, PE, performing reviews to ensure compliance with all aspects of the project including field work, documentation, and final requirements with QA review reports provided to E&R management and PM Jose Fernandez. Lastly, E&R President Tony Mahfoud, PE will have an annual meeting with the Polk County Construction Management Team to discuss our performance and ensure the County is receiving the quality services E&R is committed to provide.



## EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

### SIMILAR PROJECT EXPERIENCE



Eisman & Russo, Inc. (E&R) is extremely proud of our record of past professional accomplishments and experience in Construction Engineering & Inspection services. We have successfully completed hundreds of CEI projects for the FDOT and Florida municipalities ranging upwards of \$500 million in construction value.

Our CEI culture is to take ownership of a project, be a catalyst for solutions, and exercise good professional judgment making decisions and keeping the project moving; **we are comfortable using the “Engineering” in CEI.** We embrace Partnering as critical to success and have a clear history of partnering and being a catalyst to the construction process which can be evidenced on past projects by our contractors achieving incentives, completing projects on time and on budget and having virtually no claims. **We achieve this by identifying issues quickly and offering solutions much like was done to overcome utilities issues on SR 542 from 1st Street to Buckeye Loop Road project, one of the five projects featured in the following pages.**

### SR 25 (US 27) FROM N OF SR 540 TO N OF KOKOMO RD, FDOT DISTRICT 1, POLK COUNTY

**Client:** FDOT District 1 (**Performance Survey Completed in Tab 8**)

**Reference:** Tracy Padula

**Contact Information:** 863.519.4110; Tracy.Padula@dot.state.fl.us

**Date:** 10/2022 to 11/2024

**Project Description:** E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, retro-fitting existing lighting, and reconstruction of shoulders throughout the project. This project included necessary utility relocations and coordination with local utilities and maintaining agencies.

#### Key Elements:

- Design-Build, design coordination
- 5.4 miles of milling and resurfacing
- New signalized intersection
- Shoulder reconstruction
- Utility relocations/coordination

**Original Budget:** \$23.1 Million

**Final Budget:** \$24 Million

**Reason for Discrepancy, if any:** FDOT changed project scope adding shoulders increasing cost by \$766,000, and asphalt pavement quality incentives (CPFs) increased costs by \$250,000

**List of Time Extensions, if any:** None. Finished on-time.



#### Proposed Key E&R Staff (Role):

- Ashley Vickers, PE, Sr. Project Engineer
- Gonzalo Silva, Asst Project Administrator
- Mike Huggins, Asst CSS
- John Mobley, Lead Sr Inspector

**Subconsultant:** 3G Engineering & Consulting

- Bobby Bandy, Inspector



## US 27 AT SR 60, FDOT DISTRICT 1, POLK COUNTY

**Client:** FDOT District 1 (**Performance Survey Completed in Tab 8**)

**Reference:** Stacy Hill

**Contact Information:** 863.471.4852; Stacy.Hill@dot.state.fl.us

**Date:** 7/2020 to 4/2024

**Project Description:** E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with bike lanes, sidewalks and closed drainage systems. US 27 pavement is 9" plain concrete on 4" Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 was asphalt widening and mill & resurface with over-build and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as multiple types of retaining walls, a noise wall, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads.



### Key Elements:

- Extensive Coordination and Public Interaction with local residents and businesses to ensure access, minimize noise/dust, and provide detour notifications
- Facilitated an MOT change for two weekend closures of US 27 to set bridge beams saving 9 months, enhancing safety, and minimizing public impacts
- Facilitated changing the Central Ave intersection from 16 phases to 3 phases reducing time, improving quality, and enhancing safety
- Signals, roadway lighting, many overhead sign trusses
- 10 Utilities with significant relocations on the critical path (power lines, sanitary sewer, gas mains, fiber/cable)
- Signals, roadway lighting, overhead sign trusses
- 264' single-span, steel-beam bridge

### Proposed Key E&R Staff (Role):

- Dan Foss, PE, Sr. Project Engineer
- Ben Harris, Project Administrator
- Taylor Harris, Sr. Inspector
- Jorge Rapozo, Sr. Inspector

**Subconsultant:** 3G Engineering & Consulting

**Original Budget:** \$44.7 Million

**Final Budget:** \$47.2 Million

**Reason for Discrepancy, if any:** Material Price Adjustments for inflation \$1.5M; Fuel and Bit adjustments for inflation \$800K, Hurricane Ian \$100K

**List of Time Extensions, if any:** None. Assisted contractor in rephasing work and working out of phase to gain time on the schedule allowing the project to **finish 7 months early**



## SR 542 FROM BUCKEYE LOOP RD TO US 27, FDOT DISTRICT 1, POLK COUNTY

**Client:** FDOT District 1 (**Performance Surveys Completed in Tab 8 for the overall project and the utility work**)

**Reference:** Jay Wolfe

**Contact Information:** 863.519.4126; Jay.Wolfe@dot.state.fl.us

**Date:** 8/2020 to 4/2023

**Project Description:** : E&R provided CEI services for widening SR 542 from 2 to 4 lanes with closed drainage, bike lanes and side-walks. The project included replacement of two bridge box culverts, provided 4000' of new alignment, full roadway lighting, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 Utility Owners had major relocation work during construction.

The project included **\$4.1M of utility work for the City of Winter Haven and Town of Dundee** for installation/replacement of water mains, force mains, and reclaimed water lines.

### Key Elements:

- 3.7 miles widening from 2 to 4 lanes
- Almost 1 mile of new alignment
- 10 Ponds
- Signals and full roadway lighting
- Two bridge culvert replacements
- Jack & Bore of waterline crossings
- Multiple Utility Relocations
- Walls - permanent and temporary
- \$4.1M UWHCA

**Original Budget:** \$43.6 Million; **Final Budget:** \$46.1 Million

**Reason for Discrepancy, if any:** Material Price Adjustments for inflation \$1.5M; Fuel and Bit adjustments for inflation \$1.4M, Hurricane Ian \$100K. **Decreases:** savings from Partnering with the Contractor on a \$600k Contractor Savings Initiative (CSI).

**List of Time Extensions, if any:** None. Finished **5% ahead of time.**



### Proposed Key E&R Staff (Role):

- Dan Foss, PE, Sr. Project Engineer
- John Mobley, Lead Sr. Inspector
- Taylor Harris, Sr. Inspector

**Subconsultant:** 3G Engineering & Consulting

- Bobby Bandy, Inspector

"...share our appreciation on behalf of *Jr. Davis Construction Company, Inc.* We are extremely proud and appreciative of the opportunity to be the Contractor for this project and to have been part of such a great project team to successfully complete this project. From our perspective, all parties involved in the project truly participated as a team. The Department, Eisman & Russo, the EOR for the Department, the EOR for the local municipality utility relocations, the City of Winter Haven, the Town of Dundee, and each of the affected UAO's who had major relocation efforts in conjunction with our construction were always very cooperative and attentive to solving any issue or conflict that arose. All parties need to be commended on their efforts **and especially your team [E&R] that was the glue that kept everyone engaged and the team together** [emphasis added]. While we encountered many challenges, not a single one became contentious and everyone maintained a 'can do' attitude to find the best possible solution."



**Heath Bunn**  
Operations Manager

Email 5/5/2023 from Heath Bunn to Dan Foss, E&R



## SR 542 FROM 1ST STREET TO BUCKEYE LOOP ROAD FDOT DISTRICT 1, POLK COUNTY

**Client:** FDOT District 1 (**Performance Surveys Completed in Tab 8 for the overall project and the utility work**)

**Reference:** Jay Wolfe

**Contact Information:** 863.519.4126; Jay.Wolfe@dot.state.fl.us

**Date:** 10/2018 to 8/2020

**Project Description:** E&R provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. Successful in a heavily traveled corridor with vehicle, pedestrian and bicyclist in a constrained right-of-way with many businesses, medical facilities, schools, and residences. Also, protected one mile of pristine Lake Elbert shoreline and adjacent wetlands.

The project included **\$3.1M in City of Winter Haven Utility** work installing new and removing existing water and sewer lines utilizing significant directional drilling.

### Key Elements:

- Restricted ROW
- Environmental Concerns
- 9 typical sections to address high water table
- Historic District: Non-vibratory Compaction
- 5 Major Utilities
- Complex MOT, 12 phases, 87 typical sections, 20 detours, miles of pedestrian LCDs
- \$3.1M utility work for the City of Winter Haven
- water main, force main, gravity sewer, and reclaimed water

### Proposed Key E&R Staff (Role):

- Dan Foss, PE, Sr. Project Engineer
- Ben Harris, Utility Coordinator / Field Lead

**Subconsultants:** 3G Engineering & Consulting Services, Inc.

**Original Budget:** \$20 Million; **Final Budget:** \$19.6M

**Reason for Discrepancy, if any:** CEI facilitated savings in Winter Haven Utility directional drilling

**List of Time Extensions, if any:** All time negotiated to be non-compensable

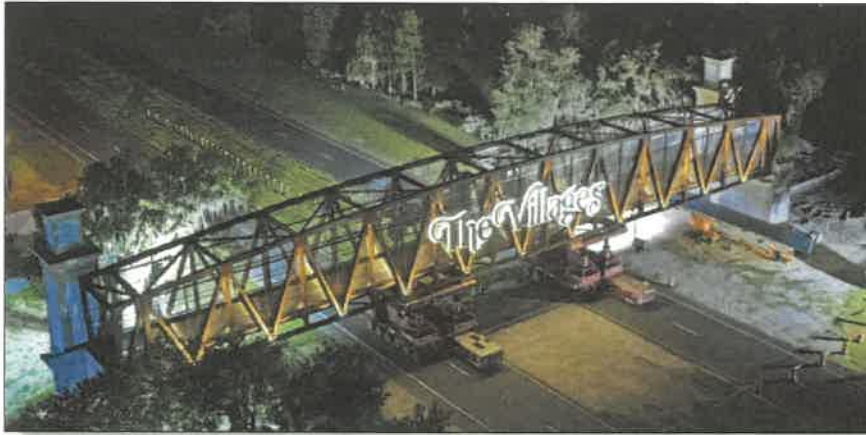
- TECO relocation delay, 14 days
- Utility plan revisions, 30 days
- Frontier relocation delay, 10 days



**ACEC-FL / FDOT  
Outstanding Project Award  
2021**



## THE VILLAGES, GOLF CART PATH BRIDGES, BAXLEY TRAIL BRIDGES, AND ADDITIONAL PROJECTS



**Client:** The Villages

**Reference:** Tommy McDonough,  
Owner Representative

**Contact Information:** 352.267.4303

Eisman & Russo has provided on-going CEI services to The Villages in Sumter, Lake and Marion counties since 2005.

**Golf Cart Path Bridges Project Description:** The Villages golf cart path bridge project included three bridges which cross Florida state highways; one is over Florida's Turnpike Enterprise, south of US 301, and two are over SR 44 at Meggison Rd and at Morse Blvd at locations 3 miles apart. The bridges are single-span trusses made from uncoated weathering steel supported by tall abutments founded on steel H-piles. Span lengths range from 232' to 292'. The riding surface is reinforced concrete, 15' wide with curbs, and sides are enclosed by stainless steel mesh panels. Aesthetic features include decorative lighting, lighted logo ("The Villages"), precast concrete towers 60' tall at each abutment with stone veneers. Approach ramps at the bridge ends are supported by stacked-block retaining walls and feature pedestrian ramps separated from the cart path.

**Project Cost:** \$20 Million

**Date:** 2/2019 to 6/2021

**Baxley Trail Bridges Project Description:** Contract consists of new four lane divided vehicular bridge construction with a fence-enclosed connectivity path that crosses SR 91 (Florida's Turnpike). The project includes but is not limited to removal of the existing Bailey Road bridge, construction of new bridge superstructure, bridge substructure, 24" closed end steel pipe pile, test piles, retaining walls, bridge approach slabs, bridge traffic railings, drainage, embankment, stabilization, base, structural & friction course asphalt, guardrail and pavement markings.

**Project Cost:** \$10.6 Million

**Date:** 4/2021 to 6/2023



### Additional Projects:

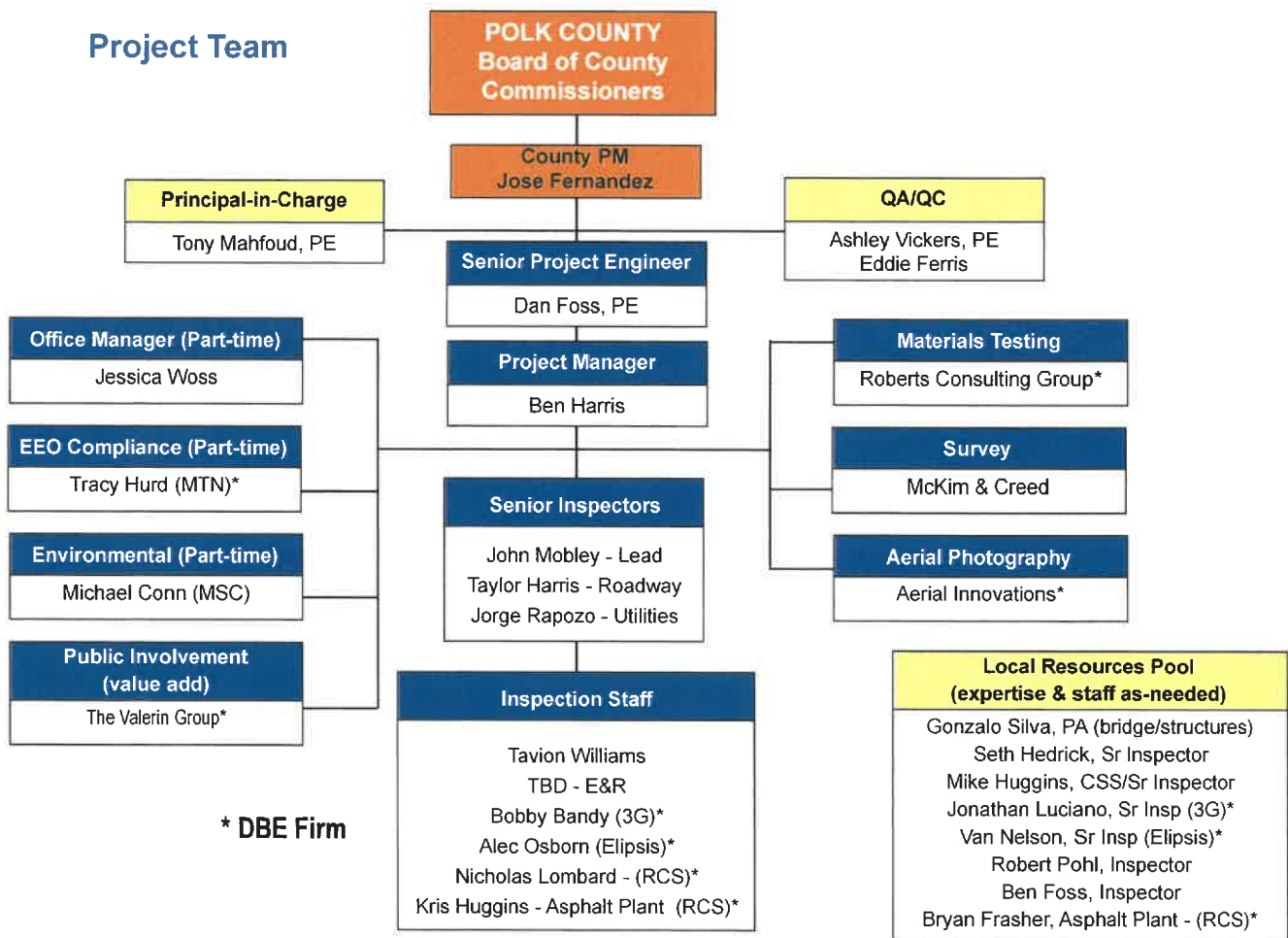
- Inwood Multi-Use Path, Polk County, \$1.1M, 6/2021 to 2/2022
- CR 468 from SR 44 to US 301 Widening, 4/2014 to 3/2016
- US 301 Widening, City of Wildwood, 4/2010 to 6/2012

## QUALIFICATIONS & EXPERIENCE

### PROJECT TEAM



The Eisman & Russo, Inc. (E&R) project team, together with our subconsultants 3G Engineering & Consulting (DBE); Elipsis Engineering and Consulting (DBE); MTN Resources (DBE); MSC Environmental Services; The Valerin Group (DBE); Roberts Consulting Group (DBE); McKim & Creed; and Aerial Innovations (DBE), has the expertise and technical education required to address all the needs associated with the successful construction completion of the Thompson Nursery Road Project. The organizational structure established for this project has been specifically geared to maximize efficiency. Our project team consists of talented and flexible personnel almost exclusively located in Polk County. We understand the importance of delivering a high-quality product, meeting budget and adhering to schedule deadlines. This staff is cross-trained and will to work as required and/or adjust to meet the County's needs. Our team is led by Senior Project Engineer Dan Foss, PE who has completed multiple similar projects in and around Polk County, and Ben Harris, who has extensive project management experience. **Dan and Ben will be available beginning August 2025 to ensure smooth project start-up and effective and efficient project management throughout the duration.**



Being proactive from the start and researching plans for constructability issues and working with the designer, contractor and Polk County is the only way to streamline the construction process, achieve success, and keep any potential premium work to a minimum. This proactive approach will include looking for cost savings through innovative solutions. In addition, our CEI team will be flexible to allow working together to resolve issues with the contractor and the design plans while obtaining necessary project documentation.

Our quality services to Polk County begin by providing quality staff, equipped with the proper training, experience, tools, and availability for the assigned task. In addition, we keep a focus on communication and mentoring is needed to keep the project management and inspectors performing at a top level and continue their training.



Accurate documentation of events from pre-construction to final project acceptance is crucial for contract closeout. Documentation will consist of field books, invoices, quantity tickets, cross sections and profiles, inspector dailies, photographic record of construction events, and similar other materials. Our team understands the need to maintain compliance with contract agreements and to provide documentation of construction inspection materials sampling and testing and administrative activities during reviews and audits.

### STAFF EXPERTISE

The E&R team members have all of the required technical education and training to perform Construction Engineering & Inspection (CEI) services for Polk County. Our staff is qualified in asphalt paving, concrete paving, earthwork, stormwater, maintenance of traffic, pile driving and drilled shafts as demonstrated in the CTQP/Training Matrix to the right.

**Resumes including project experience and credentials of key team members are in the final pages of this section.**

### KEY STAFF AVAILABILITY

The majority of our CEI project **team members are due to complete SR 60 in Bartow in August 2025** and will be fully available to start this project on Day One.

A complete description of our current and future projected workload is discussed in Tab 7 - Timely Completion of Projects.

### OFFICE LOCATION

E&R has had a steady presence in Polk County for nearly seven years. Our current office location is at 301 S. Woodlawn Ave in the City of Bartow with 15 full-time CEI staff.

### SUBCONSULTANTS

Our project team includes supporting service from the below listed firms and doing business in their respective disciplines for the FDOT and other municipalities and appropriately certified and licensed for their specialties. (\*Copies of DBE certifications are in Tab 5).

### Project Team CTQP Certifications

		Dan Foss, PE - SPE	Ben Harris - PA	John Mobley - Sr Insp	Taylor Harris - Sr Insp	Jorge Rapozo - Sr Insp	Tavion Williams - Insp	Bobby Bandy - Insp	Alec Osborn - Insp	Nicholas Lombard - Insp	Kris Huggins - Asphalt Plant	Gonzalo Silva - PA	Seth Hedrick - Sr Insp	Mike Huggins - CSSI/ SI
<b>Years Experience</b>		37	26	28	5	5	<1	2	5	8	5	17	7	7
<b>QC Manager</b>		■	■											■
<b>Asphalt Paving I</b>			■	■	■	■	R	■	■	■	■	■	■	■
<b>Asphalt Paving II</b>			■	■	■	■		■	■	■	■	■	■	■
<b>Earthwork Level I</b>			■	■	■	■	R	■	■	■	■	■	■	■
<b>Earthwork Level II</b>			■	■	■	■		■		■	■	■	■	■
<b>Concrete Field Tech I</b>				■	■	■		■	R	■	P	■	■	■
<b>Concrete Field Tech II</b>				■								■		
<b>Final Estimates Level I</b>			■	■	■	■		■	■	■	■	■	■	■
<b>Final Estimates Level II</b>			■	■								■	■	■
<b>Drilled Shaft Inspection</b>				P		P				■		■		■
<b>Pile Driving Inspection</b>						P						■		■
<b>ACI Field Testing Tech I</b>				■	■	■		■		■	P	■	■	■
<b>Nuclear Safety</b>			■	■	■	■		■	■	■	■	■	■	■
<b>Critical Structures</b>			■			■			■	■	■	■		
<b>Stormwater Control</b>			■	■	■	■	R	■		■		■	■	■
<b>Adv / Int MOT</b>		A	A	A	A	A	A	A	R	A	A	A	A	A

P = Pending; R = Registered

### SUBCONSULTANT TEAM MEMBERS (DBE\*)

Firm	Address/ Phone	Service
3G Engineering & Consulting Services*	10244 E Colonial Dr, #112, Orlando, FL 32817 (407.437.2623)	CEI
Elipsis Engineering and Consulting, LLC*	6790 New Tampa Hwy, Lakeland, FL 33815 (407.982.7275)	CEI
MTN Resources, LLC*	719 Laurel Way, Casselberry, FL 32707 (407.756.6165)	EEO Compliance
MSC Environmental Services, LLC	1069 Eisenhower Drive, Nokomis, FL (941.587.7817)	Environmental
The Valerin Group, Inc.*	13014 N Dale Mabry Hwy, Tampa, FL (813.751.0478)	Public Involvement
Roberts Consulting Group*	117 Quailwood Dr, Winter Haven, FL 33880 (863.412.2533)	Materials/CEI/Asphalt
McKim & Creed	1365 Hamlet Avenue, FL (727.442.7196)	Survey
Aerial Innovations, Inc.*	3703 W. Azele Street, Tampa, FL 33609 (813.254.7339)	Aerial Photography

## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

38 Years

## EDUCATION

Master of Business Administration (MBA), University of Delaware, 1994

BS, Civil & Environmental Engineering, University of Wisconsin, 1986

## PROFESSIONAL REGISTRATION

Professional Engineer,  
Florida No. 51602, 4/11/1997

TIN: F20017963

## CTQP CERTIFICATIONS

QC Manager

## OTHER CERTIFICATIONS /

### TRAINING

Advanced MOT

Critical Structures Construction Issues

FDOT Leadership & Graduate Leadership Academy (120 hours)

National Highway Institute, Value Engineering Workshop (32 hours)

US DOA, Graduate School, Creativity, Problem Solving, and Change (20 hours)

FDOT, Value Engineer's Workshop for Functional based Analysis (12 hours)

Leadership Dynamics, Faultless Facilitation (16 hours)



Mr. Foss has 38 years of experience having served in positions within the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and as a consultant with responsibilities for planning and environment, design, quality initiatives, and construction engineering and inspection (CEI) as well as construction management resulting in a broad range of experience including design of major roadway expansions, design of new alignment toll road, planning and construction of ITS, construction contract development, CEI, General Engineering Consultant (GEC) management, and significant experience with alternative delivery methods.

## **Project Experience**

**SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County.** Senior Project Engineer. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: \$8.3M. (Reference: Jay Wolfe, 863-519-4126)

**SR 25 (US 27) from S of Tower St to N of Tower St and from Shoreline Dr to Davis & Gaines Rd, District 1, Polk County.** Senior Project Engineer. E&R is providing CEI services for 6.5 miles of milling and resurfacing with shoulder widening, keyhole widening, turn lane and directional median improvements, drainage, signal improvements, sidewalk, and landscaping. The project also includes a new concrete pavement intersection at US 27 and Tower St./ Dal Hall Blvd. 11/2024 to Est. Completion 12/2025. Est. Construction Cost: \$27.8M (Reference: Stacy Hill 863-471-4852)

**SR 25 (US 27) at SR 60, District 1, Polk County.** Senior Project Engineer. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: \$47.2M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

**SR 542 from Buckeye Loop Rd to US 27, District 1, Polk County.** Senior Project Engineer. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provides 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS, 10 new ponds and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities were relocated during construction including UWHCA work for two local agencies for installation/replacement of waterlines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: \$46.1M. 8/2020 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

**Inwood Multi-Use Path Project, Avenue South to West Lake Cannon Drive, Polk County.** Quality Assurance/Quality Control. This FDOT LAP funded multi-use path project included 0.94 miles of 10' wide asphalt and 0.40 miles of 5' wide concrete sidewalk, ADA upgrades, drainage improvements, signing & pavement markings, and installation of two solar-powered flashing beacons. Construction Cost: \$1.13M. Polk County#20-110. 6/2021 to 2/2022. (Reference: William Lorenzo, PE, 863.535.2286)

**SR 542 from 1st Street to Buckeye Loop Road, District 1, Polk County.** Senior Project Engineer. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a \$3.1M UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines. **The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).** Construction Cost: \$19.6M. 10/2018 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)



## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

27 Years

## EDUCATION

AA, Polk State College, Lakeland, FL, 2015  
BS, Civil Engineering, University of South Florida, Tampa, FL, 2016

TIN: H62007677

## CTQP CERTIFICATIONS

Asphalt Paving 1 & 2  
Earthwork Level 1 & 2  
Final Estimates Level 1 & 2  
QC Manager

## OTHER CERTIFICATIONS /

### TRAINING

Advanced MOT  
Nuclear Safety  
Hazmat  
FDEP Stormwater Inspector  
Critical Structures Construction Issues



Mr. Harris has 27 years of experience in federal, state, and municipal construction project management including oversight of major road, bridge, interstate and interchange construction projects. He worked as an Operations Manager and as a Construction Manager for the FDOT. His proactive approach to dealing with challenging contracts allows him to bring projects to a successful completion within allowable time and with minimal cost overruns. Ben has worked on diverse types of contracts including design/build contracts for widening 6 miles of US 27 in Polk County and the I-4 @ SR 559 Design/Build Interchange project. He has managed several roadway widening projects. He also has substantial emergency repair experience including Pine Island Causeway, Sanibel Causeway, and 70 roadway repair tasks resulting from Hurricane Charley, as well as several emergency contracts for restoring damage to bridges and drainage systems from Hurricane Wilma and Tropical Storm Fay.

## **Project Experience**

**SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County.** Project Administrator. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: \$8.3M. (Reference: Jay Wolfe, 863-519-4126)

**US 27 at SR 60, FDOT District 1, Polk County.** Project Administrator. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. Construction Cost: \$47.2M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

**C-478 Safety Improvement LAP Project, Sumter County.** QA/QC. E&R provided CEI Services for this Federally-funded LAP project that included approximately 1.1 miles of roadway safety improvements to mill & resurface, correct cross-slope, addition of 5-ft. paved shoulders (8-ft total shoulder), driveway reconstruction, regrade soil adjacent to roadway, thermoplastic striping, installing centerline and edge line profiled thermoplastic markings, and signing including new intersection warning, grade crossing advance warning, double-sided chevron alignment, and curve/speed advisory signs. Drainage improvements were limited to regrading roadside swales. 5/2020 to 10/2020. Construction Cost: \$785,165.23 (Reference: Steven Cohoon, PE, 352.689.4400)

**SR 542 from 1st Street to Buckeye Loop Road, District 1, Polk County.** Project Administrator. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a \$3.1M UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines. **The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).** Construction Cost: \$19.6M. 10/2018 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)

**Sumter County Bridge Rehabilitation Projects, Small County Outreach Project (SCOP), Sumter County.** Project Administrator/CSS. The contract consisted of repair and rehabilitation of four bridges on rural, two lane county roads over Withlacoochee and Jumper rivers as well as the Lake Panasoffkee Outlet. All work required continuous accessibility with closures limited to one-lane of traffic. Repair and rehabilitation activities included bridge sub- and superstructure spall repairs, joint seals, structural weld repairs, anchor bolt nut replacements, expansion joint seals, riprap, bridge coatings, and slope protection. FIN Nos. 41905815401, 43746515401, 43746615401, 43746715401. 3/2019 to 7/2019. (Reference: Shailesh Patel, PE, Asst. County Engineer, 352.689.4400)

## Compliance Specialist (CS)

**EDUCATION**

- ◆ H.S. Diploma, Lake Howell High School, Winter Park, FL, 1995

**YEARS IN PRACTICE** 9.5

**TRAINING**

- ◆ FDOT D5 Compliance Training, 2018-2014
- ◆ MTN Resources CCCA Review Training, 2016

**PROGRAMS**

- ◆ Microsoft Office (PowerPoint, Word, Excel, Access, Outlook, Teams)
- ◆ Electronic Certified Payroll Systems (LCP Tracker and Elations)
- ◆ FDOT Systems ( EOC, LAPIT, GAP, EDMS, CARS, Project Solve)
- ◆ Adobe Acrobat

**TIN# H630801777260**

**PROJECT EXPERIENCE:**

**FDOT District 7 Districtwide Construction Compliance Services – Task Work Orders** *Mary Blasewitz, FDOT, 813-242-2459*

**Prime MTN Resources (Contract BED000) (03/2022-Current)**

**Prime MTN Resources (Contract BE726) (04/2019-03/2022)**

**Local Agency Program (LAP) Federal Compliance Oversight.** Monitors Districtwide LAP program and conducting Construction Contract Compliance Administrative (CCCA) Reviews in representation of FDOT D7 to ensure federal compliance provisions (including EEO, Wages, DBE, OJT) are being properly monitored by the Local Agency and/or designated RCS consultant using an electronic file platform. Duties include: Maintains CCCA Review project tracking sheet; Organizes electronic project file submittals from Local Agencies for electronic CCCA Reviews; Conducts CCCA review on document submittals; Drafts communications and review comments for transmittal to Local Agencies by DCCM; Reviews Local Agency responses and drafts responses; Monitors Local Agency uploads to LAPIT and Contractor entries to EOC; Prepares for Districtwide Local Agency Compliance Trainings including; invite list, informational flyer, sign in sheet, update Power Point presentation, purchase supplies, set up training room, assist with attendee check-in; Participates in monthly District Compliance LAP meeting and prepares meeting minutes. Monitored **27 LAP projects** to date: **TWO 39 437807-1-62-65; TWO 40 437648-1-62-65; TWO 42 436711-1-62-65; TWO 43 436710-1-58-01; TWO 45 438022-1-62-65; TWO 46 439697-1-58-01; TWO 47 438772-1-62-65; TWO 48 424564-7-58-01; TWO 51 436709-1-62-65; TWO 52 436712-1-62-65; TWO 53 FPID 439412-1-62-65; TWO 54 FPID 436713-1-62-65; TWO 55 FPID 439691-1-62-65; TWO 56 FPID 439692-1-62-65; TWO 57 FPID 439696-1-62-65; TWO 58 FPID 439476-2-62-65; TWO 61 FPID 434496-1-62-65; TWO 63 FPID 437246-1-58-01; TWO 64 FPID 436639-1-58-01; TWO 67 FPID 443600-1-58-01; TWO 84 FPID 439481-1-62-65; TWO 85 FPID 433699-1-62-65.**(11/2020–Current)

**Construction Compliance Specialist.** Monitors all construction contract compliance requirements, including EEO, Wages, DBE, and OJT. Attends pre-con meeting, coordinates with Contractor on submittals, reviews and analyzes data, tracks all compliance criteria for accuracy and timeliness of submittals, conducts board inspections, conducts labor interviews, tracks and reports DBE participations, monitors trainees, coordinates with CEI team, reviews daily field reports to ensure accuracy and completeness of compliance documentation. 4 project assignments to date.

- ◆ **TWO 10/TWO 49 - FPID 422904-2-52-01–I-275-E&R10-Howard Franklin Bridge Replacement;** Construction Cost \$864,929,000.00. (10/2020-03/2023)
- ◆ **TWO 03/TWO 07,08,09 - FPID 428953-1-62-01–T7408 - I-75 (SR 93A) from WB SR 60 Entrance Ramp to south of CSX RR/ CR 574; TWO 08 - FPID 428955-1-62-01–T7408 - I-75 (SR 93A) and SR 60 from south of SR 60 at Slip Ramp to south of CSX Bridge 100471; TWO 09–FPID 428956-1-62-01–T7408–I-75 (SR 93A from south of Selmon Expressway Overpass to north of SR 60. (06/2021-02/2022)**

EXPERIENCE:

21Years

EDUCATION:

BA, Environmental  
Science, Hobart College,  
1997

TRAINING &

QUALIFICATIONS:

FDEP Certified  
Stormwater, Erosion and  
Sediment Inspector

MSHA Certified

NAUI Certified Nitrox  
Diver

As a Senior Environmental Scientist, Michael has extensive experience providing environmental support to Construction Engineering and Inspection (CEI) firms during the construction of linear transportation projects for the FDOT and local municipalities. This work necessitates familiarity with State, local, and federal environmental resource permit regulations, NPDES requirements, protected species regulations, and erosion and sediment control best management practices. Michael has four years of direct regulatory experience with the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (ACOE) where he worked on a variety of tasks involving permit applications for impacts to wetlands, surface waters, and state-owned submerged lands, as well as permit applications to safeguard compliance with Section 10 of the Rivers and Harbors Act, Section 404 of the Clean Water Act, and the Endangered Species Act.

**FDOT District 1, SR-82 from Shawnee Road to Alabama Road, Lee County, FL**

Michael served as Senior Scientist in support of the CEI team, overseeing all environmental components of the widening of SR-82 in this location. He conducted routine inspections and provided recommendations to maintain compliance ERP, NPDES permit compliance. Michael also performed preliminary Northern caracara nest monitoring and coordinated with the U.S. Fish and Wildlife Service and South Florida Water Management District (SFWMD). Scott Woss, Eisman Russo, 239-699-7588, FPID 425841-2-52-01. Start 6/2019 End: 10/2020

**FDOT District 1, SR 82 for 3.2 miles from Gator Slough Lane to SR 29, Collier County, FL**

Michael provides support to the CEI team, overseeing environmental components of the project. He conducts routine inspections and delivers subsequent recommendations to the Project Administrator. Multiple wetlands, surface waters, and protected wildlife species are present within project corridor that require continued attention and additional protection measures. Felipe Baez-De La Cruz, AIM Engineering & Surveying, Inc., FPID: 430849-1-62-01, Start: 11/2019 End: 7/24/2021

**FDOT District 1, SR-82 from Shawnee to Alabama, Lee County, FL**

Michael served as Senior Scientist in support of the CEI team, overseeing all environmental components of the widening of SR-82 in this location. He conducted routine inspections and provided recommendations to maintain compliance ERP, NPDES permit compliance. Michael also performed preliminary Northern caracara nest monitoring and coordinated with the U.S. Fish and Wildlife Service and South Florida Water Management District (SFWMD) to modify the ERP to reflect current caracara protective measures. James DeLisle, KCI Technologies, Inc., 239-223-1664, FPID 425841-3-62-01, 425841-4-62-01 and 425841-6-62-01 Start 7/9/2018 End 5/14/2021

**FDOT District 1, Interchange Reconstruction at I-75 and U.S. 301, Manatee County, FL**

Michael is currently serving as the Senior Scientist in support of the CEI team to oversee all environmental components of the project during construction. He participates in weekly FDOT and CEI team progress meetings with the roadway contractor to discuss project status, site conditions and potential impacts of upcoming work. He performs periodic project site inspections to ensure compliance with the Southwest Florida Water Management District (SFWMD) and USACE environmental resource permits and the erosion and sediment control plan. Edwin Santana, Metric Engineering, 941-960-2179, FPID 201032-5-52-01, 201032-5-56-01, 201032-5-56-02, Start: 3/2021 End: Ongoing



## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

29 Years

## EDUCATION

High School Diploma, Evans High School, Orlando, FL 1988

**TIN:** M14043669

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 & 2  
Concrete Field Tech Level 1 & 2  
Earthwork Level 1 & 2  
Drilled Shaft (*Pending experience*)  
Final Estimates Level 1 & 2

## OTHER CERTIFICATIONS / TRAINING

ACI Field Testing Tech Level 1  
ACI Concrete Transportation Construction Inspector (CTCI)  
Advanced MOT  
Nuclear Safety  
Hazmat  
FDEP Stormwater Inspector  
IMSA Traffic Signal Insp Level 1



Mr. Mobley has held positions involving all aspects of roadway and bridge inspection, including asphalt and concrete paving, earthwork and drainage construction, surcharge of sinkholes, MSE walls, drilled shaft foundations and audible striping. He has managed field inspection staff to ensure appropriate coverage of operations, quality inspection services and accurate documentation. Mr. Mobley had prior experience as a Quality Control inspector, commercial materials testing and soils lab technician.

## Project Experience

**SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County.** Assistant Project Administrator/Lead Senior Inspector. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. Completion 1/2026. Est Construction Cost: \$16.1 Million (Reference: Jay Wolfe, 863-519-4126)

**SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County.** Lead Senior Inspector. E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marking, lighting, and reconstruction of shoulders and sidewalk. 10/2022 to 11/2024. Construction Cost: \$24M. (Reference: Tracy Padula, 863.519.4110)

**US 27 at SR 60, District 1, Polk County.** Assistant Project Administrator. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: \$47.2M. 7/2020 to 10/2022. (Reference: Stacy Hill, 863.471.4852)

**SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County.** Lead Senior Inspector. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provides 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities had relocation work during construction including UWHCA work for two local agency utilities for installation/replacement of water lines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: \$46.1. 8/2020 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

**SR 542 from 1st Street to Buckeye Loop Road, District 1, Polk County.** Lead Senior Inspector. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines utilizing significant directional drilling. The corridor is heavily traveled by vehicle, pedestrian and bicyclist in a constrained right-of-way with many businesses, medical facilities, schools, and residences. **The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).** FM No. 41066625201. Construction Cost: \$19.6M. 5/2019 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)



## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

6 Years

## EDUCATION

High School Diploma, Penn Foster High School, 2018

TIN: H62081699

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 & 2  
Concrete Field Level 1  
Earthwork Level 1 & 2  
Final Estimates Level 1

## OTHER CERTIFICATIONS / TRAINING

ACI Field Testing Tech Level 1  
Advanced MOT  
Nuclear Safety  
Hazmat  
FDEP Stormwater Inspector  
MSE Wall



Mr. Harris has 6 years of experience in surveying and construction, specializing in roadway projects. He started at E&R in 2021 as an Inspector Aide, advanced to Inspector and now Senior Inspector due to his skills and dedication. He has earned the necessary certifications and training to conduct field inspections for FDOT and municipal projects. Before joining E&R, he gained hands-on experience in GPS data collection and worked as a grade checker and equipment operator for a major civil construction company.

## Project Experience

**SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County.** Senior Inspector. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: \$8.3M. (Reference: Jay Wolfe, 863-519-4126)

**Group 243, FDOT District 5, Lake and Sumter County, FL.** Inspector. E&R is providing CEI services on this six project grouping that includes SR25/US 27 from Lake Louisa Road to Cluster Oak Dr (447094-1) This project consists of milling and resurfacing of a six lane road, turn lanes, signal improvements, sidewalk and ADA ramp improvements, and signing and pavement markings.. Construction Cost: \$30M. 5/2024 to Est. Completion 3/2025. (Reference: Karen Madrid, 352.326.7736)

**SR 25/US 27 at SR 60, FDOT District 1, Polk County.** Inspector. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: \$47.2M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

**Hurricane Ian Damage Repairs, District 1, Lee County.** Inspector. Provided construction oversight and inspection for 2 Hurricane Recovery Contracts: 1) **Pine Island Causeway Temporary Repairs** (H1111 TWO #01), repairs of roadway and bridge approaches restoring access to traffic in 3 days. FM No. 4519371G201. Cost: \$5M, 9/2022 to 10/2022; and 2) **Districtwide Roadway Repairs** (H1108) with 68 TWOs throughout District 1 ranging from small tasks completed in a week to \$1M tasks taking several months to complete. Cost: \$6.5M, 10/2022 to 11/2023. (Reference Kayla Sapp, PE, 863-519-2300).

**SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County.** Inspector Aide. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provided 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities have relocation work during construction including UWHCA work for two local agency utilities for installation/replacement of waterlines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: \$46.1M, 6/2021 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

**Survey Field Technician, Pennoni, Inc.** Responsibilities included utilizing plans, software mapping programs, transits, and GPS data collection to perform various duties. Cut line for survey layout, set corners for platted developments, and performed layout for residential, commercial, and roadway construction projects. Data collected from GPS software was utilized to produce as-built plans. 9/2020 to 6/2021. (Reference: Robert Dubois, 863.321.1112)

## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

5 Years

## EDUCATION

BS, Civil Engineering, University of Central Florida, May 2023

**TIN:** R12342097

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 & 2  
Concrete Field Tech Level 1  
Earthwork Level 1 & 2  
Drilled Shaft (*Pending experience*)  
Pile Driving (*Pending experience*)  
Final Estimates Level 1

## OTHER CERTIFICATIONS /

### TRAINING

ACI Field Testing Tech Level 1  
Advanced MOT  
Nuclear Safety  
Hazmat  
FDEP Stormwater Inspector  
IMSA Traffic Signal Tech Level 1 (*Registered*)  
IMSA Traffic Signal Insp Level 1  
Critical Structures Construction Issues  
MSE Wall

## SKILLS

Microsoft Word, PowerPoint, Excel, and Outlook  
MATLAB  
Civil 3D  
AutoCAD  
Fluent in Spanish and English



Mr. Rapozo is a recent graduate of **Civil Engineering at UCF**. His college course work and his "hands-on" experience working Hurricane Ian Emergency Repairs and full-time work on the US 27 at SR 60 Interchange project have prepared him as a Senior Inspector as he has been trained in all relevant certifications. His education experience is in Highway Engineering, Transportation Systems, Transportation Analytics, Civil Engineering Materials, and Mechanics of Materials.

## Project Experience

**SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County.** Senior Inspector. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: \$8.3M. (Reference: Jay Wolfe, 863-519-4126)

**44<sup>th</sup> Avenue Over I-75, FDOT Interstate Office Oversight Support, District 1, Manatee County.** Senior Inspector. E&R is providing technical and on-site support for FDOT PM in the oversight of the Manatee County permit project constructing a new, 2-span, steel bridge over I-75. Task Work Order #24 under GEC Contract CAE38. Construction Cost: \$15M. 2/2024 to 1/2025. (Reference: Alex Ruiz, 941.465.0840)

**Group 180 – SR 500 (US 441); SR 19 (Bay St); Lake-Wekiva Trail; SR 19 (S Central Ave), FDOT District 5, Lake County.** Inspector. E&R provided CEI services on four projects: Major reconstruction on US 441 (SR 500), Lake-Wekiva Trail, and two projects on SR 19. US 441 is a main artery widened from 4 to 6 lanes with multiple typical sections from mill & resurface to overbuild to widening to full reconstruction, new curb & gutter, sidewalk, bike lane and, in areas, major drainage improvements for a closed drainage system, ponds, signalization, lighting, and demolition of an existing overpass. Both SR 19 projects, Bay St and Central Ave, are mill & resurface projects. FM Nos. 430975-5; 439138-1; 238395-5; 437938-1. Construction Cost: \$52M. 3/2024 to 12/2024. (Reference: Eric Jagers, 352.326.7715)

**SR 25 (US 27) at SR 60, FDOT District 1, Polk County.** Inspector. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: \$47.2M. 8/2021 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

## AREA OF EXPERTISE

Construction Engineering and  
Inspection

## YEARS OF EXPERIENCE: <1

## EDUCATION

BS, General Business Studies,  
Webber International University,  
May 2022

TIN: W23621184

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 (Registered  
3/3/2025)  
Earthwork Level 1 (Registered  
3/17/2025)

## OTHER CERTIFICATIONS / TRAINING

Advanced MOT (Registered  
2/20/2025)  
FDEP Stormwater Inspector  
(Registered 3/31/2025)



Mr. Williams joined Eisman & Russo early 2025 as an Inspector Aide. He graduated from Webber International University in May 2022 with a BS in General Business Studies that includes coursework in functional areas of business: accounting, finance, computer information systems, management and marketing – a degree designed to prepare students for a broad range of entry-level positions in business. After five years' experience in the restaurant industry, Mr. Williams elected to enter the construction industry as a CEI Inspector Aide and undertaking CTQP coursework in asphalt and earthwork as well as MOT and stormwater inspection. An avid baseball fan, Mr. Williams served as coach to children aged 13 to 16 and has excellent communication and teamwork skills.

## Project Experience

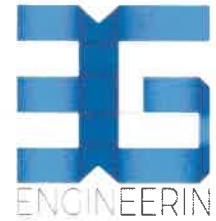
**SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County.** Inspector Aide. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. completion 1/2026. Est Construction Cost: \$16.1 Million (Reference: Jay Wolfe, 863-519-4126)

**SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County.** Inspector Aide. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: \$8.3M. (Reference: Jay Wolfe, 863-519-4126)



## Bobby Bandy

### Work Experience



#### CEI Inspector

**Dates:** Oct. 2023 – Nov. 2024 | **Reference:** Ashley Vickers, 407-463-9350

**447437-1-62-01, SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County.** CEI Inspector. This Design-Build project includes milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marketing, lighting, and reconstruction of shoulders and sidewalk. Est. construction cost: \$24M.

Bobby served as a CEI Inspector and inspected and monitored milling and resurfacing operations. Spread rates, tack rates, inspected contractor work to verify conformance to plan, design standards, specifications and other contract documents.

**Dates:** June 2023 – August. 2023 | **Reference:** Gabriel Serrano, PA,

**440253-1-52-01, Milling and Resurfacing of Dale Mabry Highway.** Bobby served as the CEI inspector and inspected and monitored assigned field work activities to verify conformance to plan, design standards, specifications and other contract documents, reviewed lighting and ITS related conduits, inspected attenuators, checked erosion control around inlets, monitored miscellaneous asphalt placement operations, provided spread rates, check tack rates, inspected rolling straight edge, check thermostat, check plant, mixed design and covered stripping, documented all compaction tests in the logbook systems, recorded all construction quantities and final estimates, wrote daily reports and assisted the senior inspectors and recommended changes in the construction process whenever required.

### FDOT Advance MOT & Stormwater Certification

#### CTQP Training History Report

**Report for:** Bobby Bandy

**TIN:** B53007986

**Report Date:** 02/05/2025

#### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3015378	09/14/2022	09/14/2027
Asphalt Paving Level 2	3020316	04/21/2023	04/21/2028
Concrete Field Technician Level 1	3024029	09/07/2023	07/14/2028
Earthwork Construction Inspection Level 1	3013102	06/14/2022	06/14/2027
Earthwork Construction Inspection Level 2	3021615	06/08/2023	06/08/2028
Final Estimates Level 1	3013739	07/14/2022	07/14/2027



**Alec Osborn**

*CEI Inspector*

**Years of Experience:** 5 years in construction industry

**Expertise:**

**Construction Engineering  
Inspection and Quality Control**

**Education:**

**High School Diploma**

**TIN:** 021601696

**Certifications:**

- ❖ CTQP Asphalt Paving Level I & II
- ❖ CTQP Final Estimates Level I
- ❖ CTQP Earthwork Construction Inspection Level I
- ❖ CTQP Concrete Field Inspector Level I (Registered)
- ❖ FDOT Advanced MOT (Registered)
- ❖ FDOT Critical Structures Construction Issues

*Mr. Osborn is a self-motivated professional that has over 5 years of experience in the construction industry, most of which he spent on widening and resurfacing projects in direct contact with asphalt operations. He is knowledgeable in plans reading, following specifications, design standards, and procedures. He performs testing and inspection with multiple crews and provides great communication with co-workers, supervisors and engineering staff. He has experience collaborating with multidisciplinary teams and private/governmental entities. He is able to prioritize several complex assignments and perform them timely without sacrificing quality.*

As a CEI Inspector, Mr. Osborn is responsible for performing highly complex technical assignments in field engineering and inspection of road construction, surveying and construction layout, making and checking engineering computations, inspecting construction work including thermoplastic striping, conducting field material tests for earthwork, concrete, and other civil engineering field tests. He monitors all contractor operations to include full oversight of pavement operations including asphalt milling and paving, placement of the structural and friction courses, utility box installation, base repair, drainage installation and repair, striping installation, and landscaping. He reads construction plans and specifications and interprets for construction control purposes. Mr. Osborn monitors and inspects traffic control and erosion control devices and ensures the Contractor has provided access to all residences and businesses whenever construction interferes with the existing means of access, and material has been placed, as needed, for driveways and sidewalks to residences and businesses to continuously provide safe, stable and reasonable access for vehicles and pedestrians and identifies any discrepancies or potential issues. He maintains detailed accurate records and reports of daily operations and significant events electronically; and tracks the quantities of various items. Mr. Osborn has assisted with maintaining a continually updated system of ledgers for tracking pay items and ensures the projects is constructed to the standards and specifications. **Some of the contracts/projects Mr. Osborn has worked on include:**

**Owner:** Florida Department of Transportation – District One

**Project & Description:** 444906-1/438013-1 SR 572 Roundabout and Resurfacing from Airport Drive to Pipkin Creek Rd

**Contract Amount:** \$12.6 Million

**Narrative:** The improvements under this Contract consist of milling and resurfacing, widening, overbuild, drainage improvements, median modifications, intersection lighting, signalization, signing and pavement markings, and utility relocations on SR 572 (Drane Field Road) at Waring Road in Polk County and along SR 572 from Drane Field Road to Pipkin Creek Road. As part of these improvements, a new roundabout is being constructed at the intersection of SR 572 (Drane Field Road) and Waring Rd. (01/25-Current)

**Owner:** Florida Department of Transportation – District Seven

**Project & Description:** 441660-1 SR 582/E Fowler Ave from W of Tampa Bypass Canal to US 301/SR 41

**Contract Amount:** \$6.1 Million

**Narrative:** Improvements under this Contract consist of repaving Fowler Avenue (SR 582) from west of the Tampa Bay Canal (east of I-75) to US 301 in Hillsborough County. Other improvements include replacing the existing drainage ditch with a closed reinforced concrete pipe system and installing sidewalks along both sides of Fowler Avenue. (11/23-11/24)

\*Project Experience is employee's project experience and may be from employment with previous employer

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Nicholas Lombard  
Inspector

Mr. Lombard has worked as a CEI Inspector and a QC Inspector for over 4 years on several projects within District One, Five, and Seven. His hands-on inspection experience includes, earthwork, drilled shaft, concrete testing, as well as Asphalt Paving. Mr. Lombard has good understanding of the requirements established in the field standards for final estimates and the Construction Project Administration Manual (CPAM).

#### PRIOR EXPERIENCE

##### July 2024 – Current

###### 196-022-6-52-01; Inspector; SR 64 & Lorraine Rd and 145<sup>th</sup> Street East Roundabout

The improvements on State Road 64 at the intersection of Lorraine Road south and 145<sup>th</sup> Street to the north in Manatee County is being converted from an existing signalized intersection into a modern roundabout. The Improvements under this contract consist of multi-lane roundabout construction and will include the following: milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, lighting, signing, and pavement marking, landscaping, sidewalks, intelligent transportation system relocation, and utility updates. Mr. Lombard is responsible for the testing and inspection of Earthwork, Concrete and Asphalt on this \$6.1 Million FDOT project.

##### November 2021 – July 2024

###### CFX Project CFX 417-149; Inspector, 417 Widening

The Central Florida Expressway Authority is widening State Road 417 (Central Florida GreeneWay) from Landstar Boulevard to Boggy Creek Road. This 3.7-mile project will add a lane in each direction, expanding the expressway from four to six travel lanes. Eleven sound walls are proposed in this segment. Wider median shoulders that can temporarily accommodate additional traffic during emergency response events, such as traffic accidents or hurricane evacuations are being added. Mr. Lombard is responsible for the testing and inspection of Earthwork, Concrete, Auger Cast Piles, and Asphalt. This is one of five widening projects on SR 417 between International Drive and SR 528 (Martin B. Andersen Beachline)

**Project Administrator: David Smith, (407) 948-3946**

##### June 2021 – November 2021

###### 20-004-0-2020; Inspector: Hardee County CR-663 Milling and Resurfacing Project:

Mr. Lombard currently serves as an Inspector on Hardee County, CR 663 Milling and Resurfacing project. Mr. Lombard is responsible for all aspects of the roadway operation. The project consists of pavement milling and resurfacing for 7.84 miles of CR-663 and includes approximately 127,500 square yards of milling, 28,450 Tons of asphalt and placing 24,525 square yards of sod along the edge of pavement, along with associated pavement marking and signing. **Project Manager: Todd Boehmer, P.E., (863) 381-3012**

##### June 2020 – June 2021

**444187-1-52-01; Inspector: Florida Department of Transportation (FDOT) District 1, District 5, District 7 and Various Polk County roadway projects:** Mr. Lombard currently serves as an Inspectors on several projects within the above-mentioned Districts. He is providing asphalt paving inspections for The Middlesex Corporation which includes lap projects, design build projects as well as bid-built projects whereas the project involves replacing the existing roadway and inspecting the drainage improvements on several small LAP Projects. **Project Manager: Bill Berry, (863) 838-7926**

#### Experience

8 Years Total  
1 Year Sr. Inspector  
5 Years Inspector  
2 Years QC Inspector

#### Education

High School

#### TIN Number

L516634820

#### Certifications

CTQP Asphalt Paving L1 & L2  
CTQP Asphalt Plant L1 & L2  
CTQP Drilled Shaft  
CTQP Earthwork Const. Insp. L1 & L2  
CTQP Final Estimates L1  
CTQP Concrete Field Insp. L1  
ACI Concrete Field Testing Tech  
ACI Concrete Transportation Construction Inspector  
Advanced MOT  
Nuclear Safety Certification  
FDOT - MSE Wall Inspection  
FDOT - Auger Cast Pile Inspection  
FDOT - Critical Structures  
Stormwater and Erosion Control  
IMSA - Signal Inspector L1  
IMSA - Signal Technician L1



**John "Kris" Huggins**  
*Asphalt Plant Inspector*

Mr. Huggins has worked as an Earthwork, Asphalt Paving, and Asphalt Plant Inspector for over 5 years on several projects within FDOT District's 1, 5, & 7. His hands-on inspection experience includes Earthwork, Concrete Testing, Asphalt Plant and Asphalt Roadway Inspection. He also provides Vibration Monitoring, and various other tasks. Mr. Huggins has a good understanding of the requirements established in the field standards for final estimates and the Construction Project Administration Manual (CPAM). He is very familiar with FDOT Standard Specifications, as well as the MAC system.

**PRIOR EXPERIENCE**

**March 2024 – Current**

**447433-1-52-01 SR 600 (US 17); Resurfacing, Base Work, & Drainage Improvements**

Mr. Huggins is currently serving as an inspector on a milling and resurfacing project in Polk County. This project encompasses earthwork, concrete, and asphalt work. His daily responsibilities include coordinating with the contractor and the Florida Department of Transportation (FDOT), overseeing all testing procedures and inspection staff, analyzing construction plans and making necessary modifications to adapt to field conditions, preparing as-built construction plans, and managing signing and pavement marking  
**Project Administrator: Joseph Thompson (863) 519-4159**

**January 2024 – March 2024**

**445470-1-52-01, 445471-1-52-01; Resurfacing SR 700 (US 98), South of Ft. Meade**

Mr. Huggins trained as an inspector on this Resurfacing Project in Polk County. This project includes Earthwork, Concrete, and Asphalt. Mr. Huggins has spent time on this project training with Senior Inspectors. His daily operations including coordination with the contractor and the FDOT, monitoring of all testing procedures and inspection staff, analysis of construction plans and modification to meet field conditions, preparation of as-built construction plans, and field preparation of monthly estimates for contract payment.  
**Training Manager: Cory Meyer (863) 409-1651**

**January 2020 – February 2024**

**Inspector - Florida Department of Transportation District 5, Various Asphalt Projects.** Mr. Huggins serves as the Asphalt Roadway and Asphalt Plant Technician for the Middlesex Corp on numerous projects throughout FDOT District 5. The projects included paving multilane interstate highways as well as city street resurfacing. He also serves as an Asphalt Plant Technician, he is responsible for performing rice, gradation, density, extractions testing and more and entering results into MAC.

**Project Manager: Jeff James (407) 508-0137**

**September 2022 – May 2023**

**Asphalt Plant Inspector – Lakeland Linder International Airport Taxiway P Rehabilitation.** Mr. Huggins serves as an asphalt plant inspector for the Taxiway P Rehabilitation Project. He is responsible for tracking tonnages and performing verification testing at the asphalt plant per FAA P-401. He is responsible for performing rice, gradation, density, extractions testing and more.

**Project Manager: Todd Zimmerman – (321) 228-1067**

**Availability 3/25**

**Education**

*High School*

**TIN Number**

*H25247173*

**Certifications**

*CTQP Final Estimates L1 CTQP*

*Asphalt Plant L1 & L2 CTQP*

*Asphalt Paving L1 & L2*

*CTQP Earthwork Const. Insp. L1 & L2*

*CTQP Concrete Field Insp. (Renewing)*

*ACI Concrete Field-Testing Tech (Renewing)*

*Nuclear Safety Certification*

*FDOT Critical Structures Construction Issues*

*FDOT - MSE Wall Inspection*

*FDOT - Auger Cast Pile Inspection*

*Advanced Maintenance of Traffic*

*FEMA EMUS-632-A Debris Operations*



## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

18 Years

## EDUCATION

BS, Building Construction Tech

TIN: S41028067

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 & 2  
Concrete Field Tech Level 1 & 2  
Earthwork Level 1 & 2  
Drilled Shaft  
Pile Driving  
Final Estimates Level 1 & 2

## OTHER CERTIFICATIONS / TRAINING

ACI Field Testing Tech Level 1  
ACI Concrete Transportation Construction Inspector (CTCI)  
Advanced MOT  
Nuclear Safety  
Hazmat  
Critical Structure Construction Issues  
FDEP Stormwater Inspector  
MSE Wall  
Contract Plan Reading  
Construction Math  
Pipe Placement Inspection



Mr. Silva has extensive experience in the road and bridge construction industry. His knowledge includes bridge construction, reconstruction, and rehabilitation; asphalt milling and resurfacing; earthwork construction; storm water installation; and inspection of roadway projects. His skills include planning and scheduling, materials testing and oversight, density testing on roadway construction and drainage installation, concrete and asphalt material inspection and testing, maintenance of traffic reporting, MAC, documentation of pay quantities, and site inspections. He has experience with various types of construction contracts and the Florida Department of Transportation (FDOT) construction operating procedures and methods of construction including performing internal Quality Assurance on various projects. Mr. Silva is a conscientious, detail-oriented, team performer with a willingness to work with others to solve problems while ensuring the production of a high-quality product.

## Project Experience

**SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County.** Project Administrator. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. Completion 1/2026. Est. Construction Cost: \$16.1 Million (Reference: Jay Wolfe, 863-519-4126)

**SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County.** Assistant Project Administrator. E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marking, lighting, and reconstruction of shoulders and sidewalk. 1/2024 to 11/2024. Construction Cost: \$24M. (Reference: Tracy Padula, 863.519.4110)

**SR 528/ SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Rd, Central Florida Expressway Authority.** Sr. Inspector. This project consisted of the SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod. This project was considered a Project of Critical Concern as it is the "Gateway to Orlando" from the Orlando International Airport. Construction activities included the construction of seven new bridge structures, demolition, utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, Intelligent Transportation System (ITS), and other incidentals necessary for the proposed improvements under a compressed schedule. Construction Cost: \$118M. 5/2021 to 1/2024. (Reference: Ben Dreiling, PE, 407.690.5000)

**SR 542 from 1st Street to Buckeye Loop Road, FDOT District 1.** Sr. Inspector. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a \$3.7M UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines. **The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).** Construction Cost: \$19.6M. 10/2018 to 5/2019. (Reference: Jay Wolfe, 863.519.4126)

**RCID World Dr N Extension Material Testing & CEI Services, Reedy Creek Improvement District.** Sr. Bridge Inspector. The World Dr Extension project included the widening of NB and SB World Dr, Floridian Way, and Vista Blvd, and construction of three bridges on World Dr NB and SB over Vista Blvd and the Magic Kingdom Main Entrance Road, as well as Flyover across Floridian Way. The new road and bridge improvements allow traffic that is not entering the Magic Kingdom to bypass the main ticket gate and exit at Vista Blvd or continue heading north as well as all traffic that exits the Magic Kingdom Resort Area and traffic from points north of the Magic Kingdom to exit at Vista Blvd or continue heading south. Responsibilities included verifying the driving of the 24-Inch PCP test and production piles, checking the structural steel construction for all the elements: footing, columns, caps, back walls, bridge deck and approach slabs. Performed the calculations for the deflections in all the points for the bridge deck to verify the SIP installation and the steel over the bridge deck for thickness and clearance according CPAM 10.3. Tested and sampled mass and structural concrete used for the different elements of the bridges. 3/2017 to 9/2018. (Reference: Randall Stacks, 407.448.1206)



## AREA OF EXPERTISE

Construction Engineering and Inspection

## YEARS OF EXPERIENCE

8 Years

## EDUCATION

High School Diploma, Okeechobee  
High School, Okeechobee, FL,  
2012

**TIN:** H36279994

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 & 2  
Concrete Field Level 1  
Earthwork Level 1 & 2  
Final Estimates Level 1 & 2

## OTHER CERTIFICATIONS / TRAINING

ACI Field Testing Tech Level 1  
ACI Concrete Transportation  
Construction Inspection (CTCI)  
(Registered 10/21-10/22/24; exam  
on 11/20/24)  
Advanced MOT  
Nuclear Safety  
Hazmat  
FDEP Stormwater Inspector  
IMSA Traffic Signal Insp Level 1  
(Pending)



Mr. Hedrick has 8 years of experience in CEI Inspection and Public Works. He joined E&R in 2021, beginning as an Inspector Aide, advancing to Inspector by securing essential certifications and has now advanced to Senior Inspector. His tenure has been marked by proficient field inspection across projects within FDOT District 1. In his capacity, Mr. Hedrick undertakes an array of responsibilities, including roadway inspection, oversight of contractor daily operations, performing materials sampling and verification testing, adept plans interpretation, and proficient field surveying and computations.

## Project Experience

**SR 25 (US 27) from S of Tower St to N of Tower St and from Shoreline Dr to Davis & Gaines Rd, District 1, Polk County.** Senior Inspector. E&R is providing CEI services for 6.5 miles of milling and resurfacing with shoulder widening, keyhole widening, turn lane and directional median improvements, drainage, signal improvements, sidewalk, and landscaping. The project also includes a new concrete pavement intersection at US 27 and Tower St./ Dal Hall Blvd. 11/2024 to Est. completion 12/2025. Est Construction Cost: \$27.8M (Reference: Stacy Hill 863-471-4852)

**SR 25 (US 27) at SR 60, FDOT District 1, Polk County.** Inspector. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: \$44.7M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

**Emergency/Permanent Repairs of Hurricane Ian Damage, District 1, Lee County.** Inspector. Provided construction oversight and inspection for 2 Hurricane Recovery Contracts: 1) **Pine Island Causeway Temporary Repairs (H1111 TWO #01)**, repairs of roadway and bridge approaches **restoring access to traffic in 3 days**. FM No. 4519371G201. Cost: \$5M, 9/2022 to 10/2022; and 2) **Districtwide Roadway Repairs (H1108)** with 68 TWOs throughout District 1 ranging from small tasks completed in a week to \$1M tasks taking several months to complete. Construction Cost: \$6.5M, 10/2022 to 11/2023. (Reference Kayla Sapp, PE, 863-519-2300).

**SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County.** Inspector. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provides 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities have relocation work during construction including UWHCA work for two local agency utilities for installation/replacement of water lines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: \$44.2M. 8/2020 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

**SR 542 from 1st Street to Buckeye Loop Road, FDOT District 1.** Inspector Aide. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines utilizing significant directional drilling. The corridor is heavily traveled by vehicle, pedestrian and bicyclist in a constrained right-of-way with many businesses, medical facilities, schools, and residences. **The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).** FM No. 41066625201. Construction Cost: \$19.6M. 10/2019 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)

## AREA OF EXPERTISE

Construction Engineering and  
Inspection

## YEARS OF EXPERIENCE

7 Years

## EDUCATION

High School Diploma, Lake Wales  
High School, Lake Wales, FL,  
1997

TIN: H25293378

## CTQP CERTIFICATIONS

Asphalt Paving Level 1 & 2  
Concrete Field Level 1  
Earthwork Level 1 & 2  
Drilled Shaft  
Pile Driving  
Final Estimates Level 1 & 2  
QC Manager

## OTHER CERTIFICATIONS / TRAINING

ACI Field Testing Tech Level 1  
Advanced MOT  
Nuclear Safety  
Hazmat  
FDEP Stormwater Inspector



Mr. Huggins has over seven years of experience on FDOT projects. He began his construction career working with a materials testing firm performing the required QC testing for earthwork, concrete, asphalt operations and drilled shaft inspections. He then moved to CEI, where he has played a significant role in the verification testing of materials (with a heavy emphasis on earthwork and asphalt).

## Project Experience

**SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County.** Contract Support Specialist. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. Completion 1/2026. Est Construction Cost: \$16.1 Million (Reference: Jay Wolfe, 863-519-4126)

**SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County.** Contract Support Specialist. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: \$8.3M. (Reference: Jay Wolfe, 863-519-4126)

**SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County.** Assistant Contract Support Specialist / Inspector. E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marking, lighting, and reconstruction of shoulders and sidewalk. 5/2023 to 11/2024. Construction Cost: \$24M. (Reference: Tracy Padula, 863.519.4110)

**SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County.** Inspector. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, providing 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities had relocation work during construction including **a \$3.7M UWHCA work for the City of Winter Haven and Town of Dundee** for installation/replacement of water lines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: \$44.2M. 10/2021 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

**SunTrax Vehicle Test Facility, Turnpike, Polk County.** Inspector. This project consisted of providing all labor, materials, equipment and incidentals necessary for the construction of the SunTrax Connected / Automated Vehicle Test Facility within the 190-acre site in Auburndale, Florida. Improvements included building two miles of test track with four toll facilities designed to test self-driving cars and new toll technology. The project also included two buildings, one designed as the new Turnpike Operations building and one for storage and maintenance, and stormwater management facilities to accommodate the infield improvements. FM No. 43730045201. Construction Cost: \$118M. 12/2018 to 4/2019

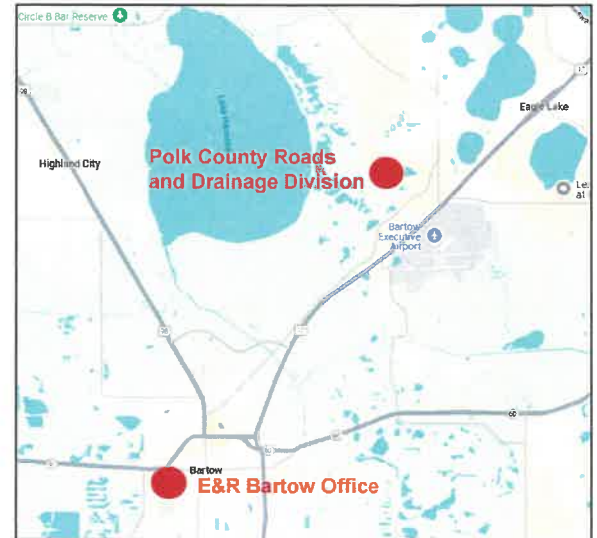
**I-4 Ultimate Project, Area 2, Orlando, Florida.** QC Technician. Responsibilities included monitoring and inspecting the earthwork and concrete placement, reading and interpreting plans and specifications, and maintaining all log books and associated data entry. FM No. 43219315201. Construction Cost: \$2.3 Billion. 7/2017 to 12/2018.


## POLK COUNTY ENTITY



**Eisman & Russo, Inc. (E&R)** has been a dedicated part of Polk County for nearly seven years, growing alongside the community we serve. Our journey began in September 2018 with our first local office in Winter Haven. As our projects expanded, so did our presence — supporting transportation infrastructure needs and County initiatives with offices in Winter Haven (September 2018 — May 2024), Lake Wales (August 2020 – September 2024) and Lake Hamilton (May 2023 – December 2024). Today, our permanent location at 301 S. Woodlawn Ave in the City of Bartow reinforces our long-standing commitment to Polk County's infrastructure and development.

Our current location includes 15 full-time CEI staff and puts us just minutes away from the Polk County Roads & Drainage Division on Sheffield Road.





# CITY OF BARTOW

## REQUEST FOR BUSINESS TAX RENEWAL

IN ACCORDANCE WITH SECTION 70-36 CODE OF ORDINANCES

No.

**TAX RECEIPT YEAR**   

APPLICATION IS HEREBY MADE FOR RENEWAL OF A BUSINESS TAX TO OPERATE A BUSINESS, PROFESSION, OR OCCUPATION IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF BARTOW, AND ANY APPLICABLE STATE AND FEDERAL STATUTES.

I FURTHER CERTIFY UNDER PENALTY OF PERJURY AND CANCELLATION OF ANY BUSINESS TAX RECEIPT THAT THERE HAS BEEN NO CHANGES AFFECTING INFORMATION ON FORMS SUBMITTED ON MY INITIAL APPLICATION FOR BUSINESS TAX RECEIPT OR ANY RENOVATION, IF APPLICABLE, OF ANY BUSINESS TAX RECEIPTS, ISSUED BY THE DEPARTMENT OF PROFESSIONAL REGULATIONS.

LOCATION OF BUSINESS



**EXPIRING**   

**BUSINESS TAX RECEIPT FOR**

SINCE 12/31/2014

<b>PRIOR TO OCT 1ST</b>	<b>NO PENALTY</b>	<b>\$50.00</b>
<b>OCT 1 TO OCT 31ST</b>	<b>10% PENALTY</b>	<b>\$50.00</b>
<b>NOV 1 TO NOV 30TH</b>	<b>15% PENALTY</b>	<b>\$75.00</b>
<b>DEC 1 TO DEC 31ST</b>	<b>20% PENALTY</b>	<b>\$100.00</b>
<b>JAN 1 TO JAN 31ST</b>	<b>25% PENALTY</b>	<b>\$125.00</b>
<b>Penalty not to exceed 25%</b>		

Eisman & Russo, Inc. is a Florida Corporation since 1985, headquartered in Jacksonville, FL (Duval County) and currently has 12 additional offices throughout the state with a ***total staff of more than 170 professionals.***

		<b>2024-2025 LOCAL BUSINESS TAX RECEIPT</b> <b>JIM OVERTON, RURAL COUNTY TAX COLLECTOR</b> 237 E. Forsyth Street, Suite 130, Jacksonville, TN 37603-9378 Phone (615) 255-4369, ext 301 Fax (615) 255-4369 <a href="mailto:info@jimoverton.com">info@jimoverton.com</a>	
Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This sanction is imposed in accordance with the Municipal Ordinance Code, Chapters 170-172, for the period October 01, 2024 through September 30, 2025.			
SUSMAN & RUSSO, INC 6455 POWERS AVE JACKSONVILLE, TN 37217-3521			
ACCOUNT NUMBER: 26092			
BUSINESS NAME: SUSMAN & RUSSO, INC			
PHYSICAL ADDRESS: 6455 POWERS AVE JACKSONVILLE, TN 37217-3521			
CLASSIFICATION CODE: 326005 PUBLIC SERVICE OR REPAIR, NOT SPECIFIED			
STATE LICENSE NO:		COUNTY TAX:	93.72
		MUNICIPAL TAX:	176.20
		COUNTY LATE PENALTY:	0.00
		MUNICIPAL LATE PENALTY:	0.00
		TOTAL TAX:	270.92
VALID UNTIL September 30, 2025		RENEWAL	
<b>2024 - 2025</b>			
***ATTENTION***			
THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY. CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.			
This is a business tax receipt only. It does not permit the receipt holder to violate any zoning regulatory or zoning laws of the County or City. It does not entitle the receipt holder to any other income or permit required by law. This is not a confirmation of the receipt holder's qualifications.			
 JIM OVERTON, TAX COLLECTOR			
THIS BECOMES A RECEIPT AFTER VALIDATION.			

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

I certify from the records of this office that **BERMAN & RUSSO INC.** as a corporation organized under the laws of the State of Florida, filed on November 18, 1985

The document number of this corporation is 18656603

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

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

*GIVEN UNDER MY HAND AND THE  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
Twenty-first day of January,  
2025.*

  
Secretary of State



Tracking Number: 1840010840-C

I acknowledge this certificate of the following act, enter this number, and then follow the instructions displayed.

<https://www.sunbiz.org/Things/ArticlesOfIncorporation/Certificate-ArticleInformation>





## COMMITMENT TO SMALL, MINORITY AND LOCAL BUSINESSES

The Eisman & Russo, Inc. (E&R) team is comprised of multiple, diversified subconsultants. E&R is dedicated to creating and expanding opportunities and cultivating growth of small, local and minority business enterprises which adds value to Polk County and the community we serve.

## COMMITMENT TO DIVERSITY AMONG DIRECTORS, OFFICERS, MEMBERS AND/OR EMPLOYEES THAT MAKE UP EISMAN & RUSSO

E&R considers all applicants for employment. It is our policy not to discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex or age. We ensure and maintain a working environment free of harassment, intimidation and coercion. E&R maintains a highly active Affirmative Action Plan. We have worked diligently to develop maximum diversity in both our workforce and our subconsultant relationships.

E&R historically provides opportunities for minorities and women to receive employment, training, and promotion to higher positions within the organization. We actively recruit talented individuals who have a strong desire to work in engineering-related fields and provide them the opportunity to achieve their goals. **As of February 2025, Eisman & Russo's workforce diversity participation is greater than 40% (women and minorities with many of our staff being veterans and military).**

### COMMITMENT TO DIVERSITY

E&R Employees	Total Number	Percent Minority
African-American	6	3.6%
Hispanic	28	16.7%
Asian	6	3.6%
Native American	1	0.6%
2 or more races	3	1.8%
Woman	24	14.4%
Total Employees	167	40.7%

## COMMITMENT TO DIVERSITY WITHIN THE COMMUNITY AND BEYOND

Polk County understands that diversity is key to the County's economic engine and that the economic growth potential of any community is based on its commitment to creating opportunity for all those who qualify. E&R is likewise committed to being a partner with Polk County to foster an environment that creates opportunity for all. Through our involvement in Construction Career Days (CCD), we continually seek opportunities to recruit graduating minority students for training and career opportunities in the field of engineering. We have upheld our joint commitment to creating diversity in the workforce and have improved the quality of life for the successful trainee and company participants. An example of E&R's commitment in the utilization of DBE/SBE/MBE firms is verified in our FDOT DBE UTILIZATION GRADES over the past five years with an average A+ grade equaling over 20% minority subconsultant utilization.

## COMMITMENT TO UTILIZE MINORITY, WOMEN-OWNED, SMALL BUSINESSES

E&R understands the need to support minority and women-owned business goals established by the Polk County Board of County Commissioners and we have included the below listed subconsultants on our project team for the Thompson Nursery Road project. Copies of their minority certifications are in the following pages.

### SUBCONSULTANT DBE TEAM MEMBERS

Firm	Address/ Phone	Service
3G Engineering & Consulting Services, Inc.	10244 E Colonial Dr, #112, Orlando, FL 32817 (407.437.2623)	CEI
Elipsis Engineering and Consulting, LLC	6790 New Tampa Hwy, Lakeland, FL 33815 (407.982.7275)	CEI
MTN Resources, LLC	719 Laurel Way, Casselberry, FL 32707 (407.756.6165)	EEO Compliance
The Valerin Group, Inc.	13014 N Dale Mabry Hwy, Tampa, FL (813.751.0478)	Public Involvement
Roberts Consulting Group	117 Quailwood Dr, Winter Haven, FL 33880 (863.412.2533)	Materials/CEI/Asphalt
Aerial Innovations, Inc.	3703 W. Azeele Street, Tampa, FL 33609 (813.254.7339)	Aerial Photography

## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : 3G ENGINEERING & CONSULTING SERVICES INC

---

**Vendor Name:** [3G ENGINEERING & CONSULTING SERVICES INC](#)  
**DBE: CERTIFIED** **MBE:** **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

**Business Description:** ENGINEERING CONSULTING FIRM, PROVIDING PROFESSIONAL SERVICES SUCH AS  
CONSTRUCTION MANAGEMENT & CONSTRUCTION ENGINEERING INSPECTION (CEI)

**Mailing Address:** 10244 EAST COLONIAL DRIVE  
SUITE 112  
ORLANDO FL 32817

**Contact Name:** ONTAVIS GILBERT **Phone:** (407)437-2623 **Fax:**  
**Email:** [OGILBERT@3G-ENGINEERING.COM](mailto:OGILBERT@3G-ENGINEERING.COM) **Web Site:**

**Certified NAICS**

541330	Engineering Services
541611	Administrative Management and General Management Consulting Services
541618	Other Management Consulting Services
541990	All Other Professional, Scientific, and Technical Services

## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : ELIPSIS ENGINEERING AND CONSULTING LLC

---

**Vendor Name:** [ELIPSIS ENGINEERING AND CONSULTING LLC](#)

**DBE:** CERTIFIED

**MBE:**

**ACDBE Status:** N

**SBE:** N

**Avail Statewide:** Y

**Business Description:** CONTRACT ADMINISTRATION SUPPORT, LABORATORY TESTING SERVICES, PERSONNEL SERVICES

**Mailing Address:** 530 S MAIN ST  
WINTER GARDEN FL 34787

**Contact Name:** SARAH BLAKE

**Phone:** (407)982-7275

**Fax:** (407)429-3791

**Email:** [SBLAKE@ELIPSISEC.COM](mailto:SBLAKE@ELIPSISEC.COM)

**Web Site:**

**Certified NAICS**

541380 Testing Laboratories and Services

541611 Administrative Management and General Management Consulting Services

541612 Human Resources Consulting Services

## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : MTN RESOURCES LLC

---

**Vendor Name:** [MTN RESOURCES LLC](#)

**DBE:** CERTIFIED

**MBE:**

**ACDBE Status:** N

**SBE:** Y

**Avail Statewide:** Y

**Business Description:** OFFICE SUPPORT STAFF ON CONSTRUCTION PROJECTS AND CONTRACT MANAGEMENT

**Mailing Address:** 204 N SWEETWATER COVE BLVD  
LONGWOOD FL 32779

**Contact Name:** MARLA T NANCE

**Phone:** (407)616-6890

**Fax:** (866)268-9253

**Email:** [MNANCE@MTNRESOURCES.COM](mailto:MNANCE@MTNRESOURCES.COM)

**Web Site:**

**Certified NAICS**

541211	Offices of Certified Public Accountants
541219	Other Accounting Services
541618	Other Management Consulting Services
561990	All Other Support Services

## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : THE VALERIN GROUP INC

---

**Vendor Name:** [THE VALERIN GROUP INC](#)

**DBE:** CERTIFIED

**MBE:** CERTIFIED

**ACDBE Status:** N

**SBE:** Y

**Avail Statewide:** Y

**Business Description:** PUBLIC PARTICIPATION PUBLIC INVOLVEMENT/PUBLIC INFORMATION PUBLIC RELATIONS

**Mailing Address:** 13014 N DALE MABRY HIGHWAY STE 8  
20  
TAMPA FL 33618

**Contact Name:** VALERIE CIUDAD-REAL

**Phone:** (813)751-0478

**Fax:** (813)925-4205

**Email:** [VALERIEC@VALERIN-GROUP.COM](mailto:VALERIEC@VALERIN-GROUP.COM)

**Web Site:**

**Certified NAICS**

541618

Other Management Consulting Services

541820

Public Relations Agencies



## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : ROBERTS CONSULTING SERVICES INC

---

**Vendor Name:** [ROBERTS CONSULTING SERVICES INC](#)

**DBE:** CERTIFIED

**MBE:**

**ACDBE Status:** N

**SBE:** Y

**Avall Statewide:** Y

**Business Description:** CONSULTING, ENGINEERING, AND INSPECTION SERVICES

**Mailing Address:** 117 QUAILWOOD DR  
WINTER HAVEN FL 33880

**Contact Name:** MELANIE ROBERTS

**Phone:** (863)412-2533

**Fax:**

**Email:** [MELANIE.ROBERTS@RCSENG.NET](mailto:MELANIE.ROBERTS@RCSENG.NET)

**Web Site:**

**Certified NAICS**

541611 Administrative Management and General Management Consulting Services

## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : AERIAL INNOVATIONS INC

---

**Vendor Name:** [AERIAL INNOVATIONS INC](#)

**DBE: CERTIFIED**

**MBE:**

**ACDBE Status:** N

**SBE:** Y

**Avall Statewide:** N

**Business Description:** AERIAL PHOTOGRAPHY/GROUND PHOTOGRAPHY/ AND GROUND VIDEO

**Mailing Address:** 3703 W AZEELE STREET  
TAMPA FL 33609

**Contact Name:** COLETTE A EDDY

**Phone:** (813)254-7339

**Fax:** (813)254-7239

**Email:** [COLETTE@AERIALINNOVATIONS.COM](mailto:COLETTE@AERIALINNOVATIONS.COM)

**Web Site:**

**Certified NAICS**

541611 Administrative Management and General Management Consulting Services  
541922 Commercial Photography

## CONTRACTOR CLAIMS MINIMIZATION

We are catalysts to effective construction and proactively manage projects, working with contractors and utilities to facilitate timely completion and mitigate problems to minimize claims and impacts to residents and businesses. Our team has very successfully worked with a variety of contractors with various reputations for cooperation, claims, and completion; however, our partnering approach and dedicated focus on helping achieve a fair conclusion to all issues has resulted in good projects from all contractors. Many of the contractors with which we have a proven, successful history are also well known to Polk County staff including Jr. Davis Construction Co, Ajax Paving Industries, Prince Contracting, Cobb Site Development, and Watson Civil Construction.

This same approach extends to working with local utility owners when installing facilities for them as part of projects and has resulted in local utility owners being very pleased with our dedication to providing an excellent product, on-schedule, avoiding claims, and initiating cost savings. As an example, we did multiple utility installations (over \$6M) for The City of Winter Haven and their assessment of our performance is 95% satisfaction, as shown in the provided Survey Questionnaires.

Our first initiative toward claims avoidance is to help ensure the contract plans and specifications are clear, consistent, feasible, and as "air-tight" as possible so we use a two-prong approach prior to construction. First, as we did on this contract, we perform a constructability review of the Phase IV plans then meet with our clients and the design EOR to discuss our findings and collaborate on the best way to utilize our comments to improve the project and minimize claim potential. Second, at 100% plans we perform a final constructability review to help ensure a cohesive plan set.

Once a contract is awarded, we start meeting informally with the contractor to begin building working relationships, discuss project constraints, and collaboratively develop the approach to a successful project. As the initial base line schedule is developed our review looks to ensure all activities are accurately accounted for but beyond that we look for avenues to help the contractor advance his schedule and shorten the critical path. We suggest concurrent work opportunities, including rephrasing of work or additional work areas to mitigate issues or to provide more efficient construction to gain float in the schedule. This forward thinking helps build a reserve of float time which can be used to minimize claims if there are delays. This schedule advancement has the added benefit of increasing the potential for finishing early, saving money for our clients, and providing a new roadway facility to the traveling public. This team's most recent project, US 27 at SR 60, started with the contractor submitting an initial claim for 575 days and 1.2 million dollars. Through intense schedule analysis, innovation, and daily contractor interactions, the E&R team found opportunities for concurrent work in concrete pavement activities by combining multiple MOT phases into a single phase. Additionally, E&R found an opportunity to gain significant time by working with the City of Lake Wales and the freight community to allow the closure of the US 27 over a 3-day weekend instead of the 3 months of nightly closures for setting the steel girders. E&R championed this endeavor through the FDOT Executive team to the Governor's office. As a result of this and other time-saving measures, the contractor dropped their initial claim and the project was **completed on budget, seven months early**.

Claim minimization is a daily effort. Our Project Administrator (PA) walks the project every morning with the contractor's PM to review areas of concern prior to the contractor's work starting. This proactive identification of problems allows the PA to immediately resolve those issues he can and gives time to consult with other parties to address more complex issues. Early identification not only eliminates claims for rework, it also allows the PA and PM to find other work areas while the issue is resolved which avoids/minimizes extra cost claims. For example, on our US 27/SR 60 project our PA and contractor PM discussing upcoming storm drainage operations on the new Frontage Rd determined utility relocations were not as they should be so to avoid delay the PA identified work in a separate phase on SR 60 placing storm drain and the PM moved his crews there. This eliminated a cost claim for idle labor and equipment and provided time to have the utility fully relocate and not delay the contractor when they returned to Frontage Rd.

Our experience is that items discussed weekly at progress meetings ensure all parties are engaged in fixing issues prior to them becoming a delay or claim. We discuss schedule, each utility in detail, as well as RFI's, RFM's and other submittals. We ask at each meeting if the contractor sees any potential issues or concerns. Once a concern is brought up, then it is tracked with "ball-in-court" accountability and discussed at every meeting until resolution.

Utilities are critical to a successful project and key in claims minimization. The utility work schedule may not always align with the temporary traffic control plans. New utility lines need to be placed before existing lines can be taken out of service and removed. Our focus on these critical interactions during schedule reviews and discussion of upcoming work activities allows us to get ahead of potential utility conflicts which can result in costly delay claims. Case in point, on our SR 542 project, the E&R team determined there was a conflict with storm sewer installation and existing Duke Distribution poles that were to be replaced with new facilities at the right-of-way line. E&R coordinated a field meeting with Duke Energy and all sub-leased utilities on the poles to develop a plan of action that, when implemented, successfully relocated all poles well before the contractor's drainage crew reached the location eliminating a major claim.

## TIMELY COMPLETION OF PROJECTS

Having the right technical and experienced personnel is extremely important to the success of a project. Equally important is making sure that the personnel are available to properly handle the task or project assigned. The E&R team manages our resources like we do our CEI projects, with in-depth scheduling and project reviews to make sure the right team has the right availability to successfully manage the Thompson Nursery Road Project in Polk County.

The E&R team has the experience, ability and the knowledge to manage multiple concurrent activities. From our Project Administrator to the Field Inspector, we are cross-trained in technical aspects to effectively cover operations as needed and trained in Time Management and Project Management to efficiently provide proper oversight regardless of the size, complexity or length of the construction project.

We understand that this contract may have a construction schedule duration of +/- 24 months. Our CEI project team members are phasing out of current projects beginning August 2025 and will be fully available to start this project on Day One. The E&R team has the strength in personnel, experience and commitment to provide Polk County with the qualified engineers, project administrators and inspectors needed at any time. With a combined resource staff of over 170 CEI personnel in the state of Florida, our team can easily ramp up or adjust the number of staff needed to meet the County's CEI project needs.

Once assigned, we will commit our resources to Thompson Nursery Road until the project is completed in its entirety - from Task 1 (CEI for Segment One - US 17 to Rifle Range Road) through Optional Services in Tasks 2, 3 and 4. **With an estimated construction duration of 24 months for Task 1, we estimate a requirement of approximately 20,000 inspection staff hours to complete our assignment.** We have the resources the County requires to perform CEI services in coordination with the contractor and in compliance with Polk County. We commit the personnel outlined in our proposed project team for the CEI Services for Thompson Nursery Road. We have evaluated the existing and projected workload of each team member and have realistically projected their time available to devote to this project.

Based on the subject Scope of Services, E&R's team estimates +/- 20,000 inspection staff hours to execute full services for the project. Based on the projected workload of the E&R team over next 24 months, we are able to provide Polk County additional staff as needed to complete the project tasks. In addition to the proposed team members, we have additional personnel who are available to assist any time it is necessary. We believe the integration of our organization with team members from our qualified subconsultants provides us sufficient size and talent to be able to act swiftly to any request by Polk County. Our current availability is demonstrated in the following tables.

CURRENT PERSONNEL AVAILABILITY		Availability for Thompson Nursery Road Project
Key Personnel		
Dan Foss, PE, Senior Project Engineer		60%
Ben Harris, Project Manager		100%
John Mobley, Lead Sr. Inspector		100%
Taylor Harris, Sr. Inspector - Roadway		100%
Jorge Rapozo, Sr. Inspector - Utilities		100%
Tavion Williams, Inspector		100%
Bobby Bandy, Inspector (3G) (DBE)		100%
Alec Osborn, Inspector (Elipsis) (DBE)		100%
Nicholas Lombard, Inspector (RCS) (DBE)		100%
Kris Huggins, Asphalt Plant Inspector (RCS) (DBE)		100%
Michael Conn, Environmental Specialist (MSC Environmental)		30%
AVERAGE % AVAILABLE = 95%		



CURRENT PERSONNEL PROJECT WORKLOAD	Percent Complete	Scheduled Completion
<b>Client/Project</b>		
SR 60 from CR 555 to Broadway & E Van Fleet Rd to Peace River, Polk County (FDOT District 1)	40%	July 2025
SR 25 (US 27) at Tower Street & Shoreline Dr to Davis/Gaines, Polk County (FDOT District 1)	15%	December 2025

E&R follows a strict process on all CEI projects. Adherence to these processes has enabled our CEI teams in the past to complete all projects with outstanding results.

### PRE-CONSTRUCTION

- CEI kickoff meeting with Polk County, EOR, UWHCA EOR
- Contractor kickoff meeting, establish contact with Utilities and begin coordination
- Obtain ROW agreements
- Formal Pre-Construction meeting
- Obtain pre-project photo/video documentation
- Review project requirements with project staff
- Develop file system and document control guidelines to include communication requirements
- Review contractor's baseline schedule and Quality Control (QC) Plan

### DURING CONSTRUCTION

Once construction activities begin, the following activities will be provided:

- Weekly progress meeting to include MOT, utilities, schedule review, status of issue, environmental compliance, safety, etc.
- Daily work reports, documentation of construction activities
- Stakeholders coordination and communication
- Utility coordination, UWHCA oversight and documentation
- Project Administration and coordination with Polk County
- Construction Inspection and Verification Testing - Include all daily documentation
- MOT reviews and Safety monitoring
- Compliance with permits
- EEO/OJT Compliance Monitoring
- Schedule review, claims avoidance, dispute resolution
- Negotiate contract changes and address Certified Disputes and Claims
- Quality assurance
- Monthly Application for Payment submitted to Polk County (addressing quantities, stockpiled materials, retainage, and schedule of values with accurate W/MBE amounts)
- As-built Plans
- Inspection records (MOT, field books, quantities, erosion control, deficiencies, daily diary)
- Substantial Completion walk-through for corrective items and develop Certificate of Substantial Completion

### POST CONSTRUCTION

Post construction will include the following activities:

- Develop Certificate of Final Completion for signature by Polk County
- Submittal of certified final estimate
- Final payment resolution
- Warranty Items **[Added Value: E&R will provide 6-month and 1-year review of project and submit Warranty Findings to Polk County.]**
- Project close-out meeting

## **PAST PERFORMANCE SURVEYS**

Eisman & Russo, Inc. is pleased to present six **Performance Surveys** for projects in Tab 3.



## Survey Questionnaire – Polk County

### RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Tracy Padula (Name of Person completing survey)  
FDOT/ Construction Project Manager (Name of Client Company/Consultant)  
 Phone Number: 863-519-4110 Email: tracy.padula@dot.state.fl.us  
 Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: <sup>Construction</sup> Original Cost: \$23,141,400.12 Ending Cost: \$24,073,063.96

Contract Start Date: 10/2022 Contract End Date: 11/2024

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	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)	
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 Tracy Padula

Signature of Evaluator: Tracy Padula

Digitally signed by: Tracy Padula  
 DN: cn = Tracy Padula, c = US, o = FLORIDA DEPARTMENT  
 OF TRANSPORTATION  
 Date: 2023.10.26 10:42:43 -0500

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

## Survey Questionnaire – Polk County

### RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Jay Wolfe (Name of Person completing survey)

FDOT/ Construction Project Manager (Name of Client Company/Consultant)

Phone Number: 863-519-4126 Email: jay.wolfe@dot.state.fl.us

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from Buckeye Loop Road to East of US 27

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: <sup>Construction</sup> Original Cost: \$43,653,142.93 Ending Cost: \$46,097,690.14

Contract Start Date: 8/2020 Contract End Date: 4/2023

**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)	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 Jay Wolfe

Signature of Evaluator: 

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com



## Survey Questionnaire – Polk County

### RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Todd Gooding (Name of Person completing survey)  
City of Winter Haven, Assistant Director of Public Works (Name of Client Company/Consultant)  
Phone Number: 863-514-3562 Email: tgooding@mywinterhaven.com

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from Buckeye Loop Road to E of US 27 (Utility Work by UWHCA)

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: <sup>Utility Construction</sup> Original Cost: \$3,723,907.50 Ending Cost: \$4,089,322.69

Contract Start Date: 8/2020 Contract End Date: 4/2023

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)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
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)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Todd Gooding

Signature of Evaluator: 

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

## Survey Questionnaire – Polk County

### RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Stacy Hill (Name of Person completing survey)  
FDOT/ Construction Project Manager (Name of Client Company/Consultant)  
Phone Number: 863-471-4852 Email: stacy.hill@dot.state.fl.us  
Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: US 27 at SR 60 Interchange Project

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: <sup>Construction</sup>Original Cost: \$44,711,727.00 <sup>Construction</sup>Ending Cost: \$47,224,754.45

Contract Start Date: 7/2020 Contract End Date: 4/2024

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

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

Printed Name of Evaluator Stacy Hill

Signature of Evaluator: Stacy S Hill

Digitally signed by Stacy S Hill  
Date: 2025.02.05 12:58:44 -05'00'

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

## Survey Questionnaire – Polk County

### RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Jay Wolfe (Name of Person completing survey)  
 FDOT/ Construction Project Manager (Name of Client Company/Consultant)  
 Phone Number: 863-519-4126 Email: jay.wolfe@dot.state.fl.us  
 Total Annual Budget of Entity undisclosed  
 Subject: Past Performance Survey of Similar work:  
 Project name: SR 542 from 1st Street to Buckeye Loop Road  
 Name of Vendor being surveyed: Eisman & Russo, Inc.  
 Cost of Services: <sup>Construction</sup> Original Cost: \$20,022,781.18 Ending Cost: \$ 19,675,000.68  
 Contract Start Date: 11/2018 Contract End Date: 12/2020

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	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 Jay Wolfe

Signature of Evaluator: 

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

## Survey Questionnaire – Polk County

### RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Todd Gooding (Name of Person completing survey)  
City of Winter Haven, Assistant Director of Public Works (Name of Client Company/Consultant)  
Phone Number: 863-514-3562 Email: tgooding@mywinterhaven.com

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from 1st Street to Buckeye Loop Road (Utility Work by UWHCA)

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Utility Construction Original Cost: \$3,303,402.45 Ending Cost: \$3,060,208.93

Contract Start Date: 11/2018 Contract End Date: 12/2020

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
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)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Todd Gooding

Signature of Evaluator: 

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com



## Exhibit Aiii

# SCOPE OF SERVICES

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Construction Engineering and Inspection (CEI) Services

Thompson Nursery Road Extension – Segment 1

Polk County

Prepared by: Eisman & Russo, Inc.

## **1. DESCRIPTION**

Polk County (the "County") has selected Eisman & Russo, Inc. (the "Consultant") to provide Construction Engineering and Inspection (CEI) services for the Thompson Nursery Road Extension - Segment 1 project. The Consultant will act as the County's representative to oversee and administer the construction contract, ensuring the project is completed in reasonable conformance with the plans, specifications, and applicable regulations.

The Consultant will manage construction activities from pre-construction through final acceptance and post-construction close-out.

## **2. SCOPE OF SERVICES**

### **A. General Contract Administration**

- Administer, monitor, and inspect the Construction Contract in accordance with County guidelines.
- Serve as the County's primary representative for field operations.
- Coordinate and document pre-construction conferences.
- Maintain contract files, correspondence logs, and decision records throughout the construction duration.
- Conduct progress meetings.
- Coordinate with the Design Engineer of Record (EOR) prior to construction and during construction to address plan discrepancies, clarifications, or respond to Contractor requests for information.

### **B. On-Site Inspection and Oversight**

- Provide qualified field personnel to monitor the Contractor's daily operations.
- Inspect the work to ensure reasonable compliance with contract documents and acceptable quality standards.
- Maintain detailed daily reports and photographic documentation of construction activities.
- Monitor compliance with the approved Work Zone Traffic Control Plan, including reviewing modifications.

### **C. Sampling and Testing**

- Coordinate and arrange for materials testing through an independent, certified laboratory.
- Review testing results and verify materials meet contract specifications.
- For any materials not meeting contract requirements, coordinate investigation and evaluation of materials, assessment of acceptability, and final disposition.
- Maintain documentation of material certifications, sample logs, and testing results.
- Prepare a comprehensive materials summary upon project completion.



#### **D. Construction Contract Management**

- Review and respond to Requests for Information (RFIs) and shop drawings.
- Track, review, and recommend approval or rejection of contract change orders and contractor claims.
- Monitor compliance with project schedules, including baseline schedule reviews and monthly updates.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to County with recommendation that the invoice be paid.
- Verify quantity calculation and field measure for payment purposes as needed to prevent delays in Contractor operations and facilitate prompt processing of such information for the County to make timely payment to the Contractor.
- Direct the contractor, after consultation with the County, on removal and replacement of defective work which does not meet specifications or is otherwise incorrectly constructed.
- Coordinate with the County and Design EOR in the event of the need to revise the contract drawings during the construction period.

#### **E. Utility Coordination**

- Facilitate coordination with utility companies and contractors in assisting conflict avoidance and resolution.
- Monitor utility relocation and installation activities for conformance with contract documents.
- Track and maintain documentation of utility adjustments and approvals.
- Assist the EOR, Contractor, and Utility Owner with resolving utility conflicts to ensure there are limited impacts.

#### **F. Stormwater and Environmental Compliance**

- Verify contractor compliance with erosion and sedimentation control measures.
- Ensure stormwater pollution prevention plans (SWPPP) are properly implemented and documented.
- When a NPDES General Permit is required, provide at least one inspector who has successfully completed the "Florida Storm Water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors".

#### **G. Public Involvement & Documentation**

- Document issues of public concern and maintain a photo log of the project.
- Record and archive digital video of pre-construction conditions and significant construction events.
- Conduct coordination meetings and prepare minutes to distribute to relevant parties.

## H. Quality Assurance and Plan

- Prepare and maintain a QA Plan for the County's approval within 30 days of Notice to Proceed.
- Perform quality reviews and internal audits to ensure compliance with CEI responsibilities.
- Maintain all project records in accordance with the County's file management requirements and Public Records Law.
- Provide verification of the Contractor's activities on the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project.
- Provide verification samples determining the acceptability of materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- Provide sampling, testing, and laboratory methods as required by the construction contract documents or as modified by the County.
- Documentation reports on the sampling and testing performed will be maintained in the project files and submitted to the County upon request.

## I. Contractor Final Payment Request

- Prepare documentation and records in compliance with the Consultant's approved QA Plan and County procedures.
- Submit the Final Estimate within thirty (30) calendar days of final acceptance or where all items of work are complete and conditional / partial acceptance is utilized by the County.
- A scope of any items the County requests to be partially accepted will be provided to the County's Project Manager detailing each item.
- If final as-builts are recommended for disapproval, monitor contractor's preparation of revised final as-built drawings.
- Generate a punch list for the Contractor and ensuring all items are resolved timely.
- Submit a final project report and final pay estimate within 30 calendar days of project acceptance.
- Provide close-out documentation for individual Environmental Resource Permit (ERP) or USACOE Permit.

## 3. COMPENSATION

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

## RFP 25-245, CEI Services for Thompson Nursery Road



Description: Thompson Nursery Road Extension, Segment 1

[illegible]

Loaded Billing Rate	Total
\$270.00	\$329,670.00
\$195.00	\$1,158,300.00
\$25.00	\$417,728.75
\$85.00	\$0.00
\$120.00	\$712,800.00
\$115.00	\$405,400.00
\$115.00	\$227,700.00
\$85.00	\$448,800.00
\$85.00	\$350,625.00
\$85.00	\$238,425.00
\$85.00	\$0.00
\$72.00	\$154,440.00
\$195.00	<u>\$109,395.00</u>
	\$4,603,293.75

DBE		
MTN	\$0	0.0%
3G	\$82,268	5%
Aerial Innovations	\$5,000	0.1%
RCS	\$87,500	1.7%
<b>TOTAL</b>	<b>\$134,768</b>	<b>7.1%</b>

Contract Term:	37 Months			
OTHER SERVICES				
Survey Wokins & Crew	3-person Survey Crew Days PLS oversight, offload support and audit:	25 10%	\$1,560 \$200	\$48,750 <u>\$2,111</u>
				\$50,861
Materials Testing (RCB) (SBE)	Laboratory Applied Point	Soils, Concrete Pavement Inspector - Kris Higgins (\$50 hrs @ \$75/hr)		\$6,000.00 <u>\$22,500.00</u>
				\$28,500.00
Aerial Photography	Aerial Innovations (SBE)			\$5,000.00
		TOTAL - Other Services		<u>\$148,661.00</u>

OT	\$ 258,819
Subtotal	<u>\$ 4,862,153</u>
Other Services	<u>\$ 148,563</u>
<b>TOTAL</b>	<b>\$ 5,010,675</b>

	Start Date	Time	End Date	Months
Construction	5/5/2026	993	9/24/2028	33.10
C&I	10/1/2025	1120	10/25/2028	37.33

## Exhibit B

**CEI CONSULTANT ESTIMATED STAFFING**

RFP 25-245, CEI Services for Thompson Nursery Road

Description: Thompson Nursery Road Extension, Segment 1

[illegible]

	Loaded Billing Rate	Total
	\$270.00	\$320,670.00
	\$165.00	\$1,158,300.00
	\$26.00	\$417,738.70
	\$85.00	\$0.00
	\$120.00	\$712,800.00
	\$115.00	\$455,400.00
	\$115.00	\$227,700.00
	\$85.00	\$448,800.00
	\$85.00	\$350,625.00
	\$85.00	\$738,425.00
	\$85.00	\$0.00
	\$72.00	\$158,440.00
	\$165.00	\$158,395.00

DBE		
MTN	\$0	0.0%
3G	\$262,268	5%
Aerial Innovations	\$5,000	0.1%
RCIS	\$87,500	1.7%
TOTAL	\$354,768	7.1%

Contract Term:	37 Months			
OTHER SERVICES				
Survey McKin & Creed	3-person Survey Crew Days PLS oversight, office support and analysis	25 15%	\$1,950 \$200	\$48,750 \$7,111
				\$56,063
Materials Testing (RCS) (DBE)	Laboratory	Soils, Concrete		\$50,000

OT	\$	258,819
Subtotal	\$	4,862,113
Other Services	\$	148,563
<b>TOTAL</b>	<b>\$</b>	<b>5,010,675</b>

### Project Duration

Asphalt Plant	Plant Inspector - Kila Huggins (\$50 hrs @ \$15/hr)	\$7,500
		\$7,500
		\$5,000
		\$148,962
Aerial Photography	Aerial Innovations (CEE)	TOTAL - Other Services
		\$148,962

	Start Date	End	End Date	Months
Construction	05/20/20	063	02/02/2028	33.10
CE	03/10/2025	1120	05/20/2028	37.33

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



330 West Church Street  
P.O. Box 9005, Drawer AS05  
Bartow, Florida 33831-9005  
Phone: (863) 534-6757  
Fax: (863) 534-6789  
[www.polk-county.net](http://www.polk-county.net)

## **EXHIBIT C**

### **Board of County Commissioners**

#### **REIMBURSABLE COST SCHEDULE**

- |  |   |
|--|---|
| 1. Subcontractor Services  | Actual Costs  |
| 2. Travel & Mileage Expenses   | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment<br>(includes purchase and rental of equipment used in project) | Actual Costs  |