

## MASTER CONSULTING AGREEMENT

**THIS AGREEMENT** is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Universal Engineering Sciences, LLC. (the "Consultant") a Florida limited liability company, located at 3532 Maggie Boulevard, Orlando, Florida 32811, and whose Federal Employer Identification Number is: 59-1117804.

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

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

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

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

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

### 1.0 Term

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

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

### 2.0 Services to Be Performed by Consultant

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

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

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

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

### 3.0 Compensation

#### 3.1 General

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

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

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

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

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

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

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

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

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

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

reimbursements.

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

### 3.2 Reimbursable

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

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

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

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

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

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

#### 4.0 Insurance

##### 4.1 General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

5.0 Standard of Care

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

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

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

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

6.0 Indemnification

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

6.2 Indemnification.

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



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

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

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

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

#### 7.0 Independent Contractor

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

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

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

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



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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

**10.0 Compliance with Laws**

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

**11.0 Subcontracting**

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

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

**12.0 Federal and State Taxes**

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

**13.0 Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

16.0 **Uncontrollable Forces (Force Majeure)**

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

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

**17.0 Governing Law and Venue**

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

**18.0 Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

25.0 **Truth-In-Negotiation Certificate**

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

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

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

**26.0 Ownership of Documents**

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

**27.0 Access and Audits**

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

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

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

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

**28.0 Notice**

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

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



Attention: Director

As to Consultant: Universal Engineering Sciences  
3532 Maggie Boulevard  
Orlando, Florida 32811

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

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

29.0 **Service of Process**

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

As to Consultant: Universal Engineering Sciences  
3532 Maggie Boulevard  
Orlando, Florida 32811

30.0 **Contract Administration**

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

31.0 **Key Personnel**

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

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

Name: Guy Rabens

Name: Fred Schmalzer

Name: Ricardo Kiriakidis

32.0. **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

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

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

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

Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

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

### **35.0 Limitation of Liability.**

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

### **36.0 Scrutinized Companies and Business Operations Certification: Termination.**

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

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

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

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

Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

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

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

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

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

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

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

**37. No Construction Against Drafter**

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

**38. Unauthorized Alien(s)**

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

12/1

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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

By: \_\_\_\_\_  
George Lindsey III, Chairman  
Board of County Commissioners

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

Review as to form and legal sufficiency

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

**ATTEST:**

Universal Engineering Sciences, LLC.  
a Florida limited liability company

By: Benjamin Butterfield  
Corporate Secretary  
Benjamin Butterfield  
[Print Name]

By: Guy H. Rabens  
[Print Name]  
VP - BRANCH MANAGER  
[Title]

DATE: 10-12-23

DATE: 10-12-23

SEAL



*Handwritten signature/initials*

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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



ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

MA

# Exhibit A

## RFP NOTICE

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

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

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

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

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

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

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

## RFP REGISTRATION

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

RFP Number: 23-328

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

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

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

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](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 #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
<b>RFP Number</b>	23-328
<b>RFP Title</b>	Professional Geotechnical Services and Construction Material Testing and Inspection
<b>Due Date/Time:</b>	June 7, 2023, 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](mailto:michaelguerrero@polk-county.net) at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: [https://youtu.be/vkn\\_7AHgioE](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](mailto:michaelguerrero@polk-county.net).

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

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**

**REQUEST FOR PROPOSAL 23-328**

**Professional Geotechnical Services and Construction Material Testing and Inspection**

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

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

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

<http://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

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

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

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

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

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

## **INTRODUCTION**

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

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

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

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

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

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

## **SCOPE OF SERVICES**

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

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

## **AGREEMENT**

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



## **EVALUATION CRITERIA**

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

### **Tab 1 Executive Summary**

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

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

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

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Tab 7 Timely Completions of Projects (5 points)**

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

**(Limit response to two (2) pages maximum)**

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

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

### **BID OPENING**

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

### **Selection Process**

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

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

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

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

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

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

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

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

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

Subtotal Points-20 points

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

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

Subtotal Points-80 points

by the following process:

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

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

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

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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

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

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

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

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

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

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



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

#### **Elevation Level 4 (Contract Negotiations)**

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

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

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

### **ATTENTION PROPOSERS**

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

You may register by going to the following link:

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

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

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

## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

## **INDEMNIFICATION**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

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

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

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

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

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

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

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

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

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

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

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

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

## **LIMITATIONS**

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

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

## **PUBLIC RECORD LAWS**

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

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

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

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

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



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

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

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

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

**A. Certification(s).**

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

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

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

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

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

## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

## **EXHIBIT 1**

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

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

#### **Sending the Survey**

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

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

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

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

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

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

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

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

### **Preparing the Surveys**

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

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

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

Subject: Past Performance Survey of Similar work:

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

Name of Vendor being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

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

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

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

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

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

Exhibit "A"  
Specific Services

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

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



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

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

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

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

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



May 10, 2023

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

**ADDENDUM #1**

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

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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.

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Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

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.**

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

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

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

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

ADDENDUM #1

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

**CLARIFICATION**

**DELETE IN ITS ENTIRETY:**

**Page 20, Contractual Matters**

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

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

**REPLACE WITH:**

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

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



**DRAFT AGREEMENT  
MASTER CONSULTING AGREEMENT**

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

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

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

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

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

**1.0 Term**

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

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

**2.0 Services to Be Performed by Consultant**

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

acceptance of the work

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

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

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

## 3.2 Reimbursable

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

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

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

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

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

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

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

#### 4.0 **Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

## 5.0 Standard of Care

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

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

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

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

## 6.0 Indemnification

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

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

6.2 Indemnification.

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

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

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

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

7.0 Independent Contractor

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



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

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

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

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

#### 8.0 **Authority to Practice**

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

#### 9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

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

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

#### **11.0 Subcontracting**

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

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

#### **12.0 Federal and State Taxes**

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

13.0 **Public Entity Crimes**

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

**17.0 Governing Law and Venue**

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

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

herein.

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

## **25.0 Truth-In-Negotiation Certificate**

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

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

## **26.0 Ownership of Documents**

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

## **27.0 Access and Audits**

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

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

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

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

28.0 **Notice**

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

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

As to Consultant:

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

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

29.0 **Service of Process**

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

As to Consultant:

30.0 **Contract Administration**



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

31.0 **Key Personnel**

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

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

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

32.0 **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

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

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

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

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

#### **35.0 Limitation of Liability.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **37. No Construction Against Drafter**

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

### **38. Unauthorized Alien(s)**

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

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

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

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

Review as to form and legal sufficiency

\_\_\_\_\_  
County Attorney's Office      Date

**ATTEST:**

**COMPANY Name**

a \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Name]

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Title]

DATE: \_\_\_\_\_

**SEAL**

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

May 18, 2023

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

### **ADDENDUM #2**

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

---

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

---

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

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

Michael Guerrero

Sr. Procurement Analyst

Procurement Division

---

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

---

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

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

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

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



ADDENDUM #2

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

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

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

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

June 1, 2023

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

**ADDENDUM #3**

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

---

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

---

Contained within this addendum: Question asked and answered.

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

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

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

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

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

ADDENDUM #3

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

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

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



RFP 23-328

# PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING AND INSPECTION

Universal Engineering Sciences, LLC  
3532 Maggie Boulevard  
Orlando, FL 32811  
(407) 423-0504  
teamues.com



Grounded in Excellence

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TAB 1

# **EXECUTIVE SUMMARY**

Date: June 14, 2023

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

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

Dear Polk County Procurement Division:

Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to Polk County (The County) for RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope.

This proposal will clearly illustrate our team's vast resources, excellent responsiveness, and dedication to excellence, but we will also describe our successes with identical scopes and outline our comprehensive and cost-effective approach to the needs of the County.

Celebrating 59 years providing Geotechnical and Construction Materials Testing & Inspection services, UES has established itself as a pioneer both culturally and technologically and has grown into one of the industry's most respected and successful privately owned companies. With more than 3,100 professionals nationally, each as diverse in expertise as they are in life experiences, our culture is a melting pot of knowledgeable, helpful people with different backgrounds working towards a single goal—our clients' success.

UES has 75 fully operational and fully-staffed branches spanning the U.S. with 18 located in Florida. These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to the needs of our clients with an immediate allocation of equipment and manpower.

Our Orlando office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with our local Polk County specialized subconsultants: Leaders Engineering Services and Ambient Technologies, Inc.

Our team has decades of experience providing expert geotechnical services for clientele and complex projects of all sizes, both public and private. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on a variety of projects.

### A) COMPANY INFO

Universal Engineering Sciences, LLC  
3532 Maggie Boulevard  
Orlando, FL 32811  
(407) 423-0504  
Grabens@teamues.com

### B) NUMBER OF YEARS IN BUSINESS

59 Years in Business

### C) FULL-TIME EMPLOYEES

1,162 (Florida) 3,100 (Nationwide)

### E) Firm's License

LICENSEE DETAILS		10:3
Licensee Information		
Name:	UNIVERSAL ENGINEERING SCIENCES, LLC (Primary Name)	
Main Address:	3532 MAGGIE BOULEVARD ORLANDO Florida 328116697	
County:	ORANGE	
License Information		
License Type:	Registry	
Rank:	Registry	
License Number:	549	
Status:	Current	
Licensure Date:	04/27/1983	
Expires:		
Special Qualifications	Qualification Effective	



**Our mission is to provide the County with cost effective, efficient, and accurate geotechnical and construction material testing services. Integrity is the keystone of our business relationship with all of our clients.**

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. Our team is ready to serve as an extension of your staff, and we will represent the County in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals.

Many of our staff have been with the company for 10 years or more. Our leaders Guy Rabens, PE, Fred Schmalzer, PE, SI, and R. Kenneth Derick, MS, CBO, PE, have over 100 years of industry knowledge combined. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to serving Polk County and providing reliable geotechnical solutions throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,

Universal Engineering Sciences, LLC



Guy Rabens, PE  
Branch Manager  
3532 Maggie Boulevard  
Orlando, FL 32811  
(407) 423-0504



#### D) incorporation by the Secretary of State.

### *State of Florida Department of State*

I certify from the records of this office that UNIVERSAL ENGINEERING SCIENCES, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 6, 2020, effective April 29, 1966.

The document number of this limited liability company is L20000003595.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 23, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of May, 2023*

  
*Secretary of State*

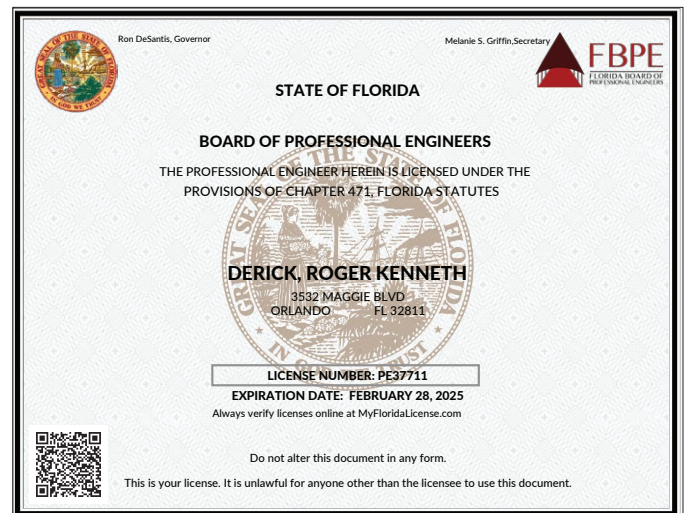
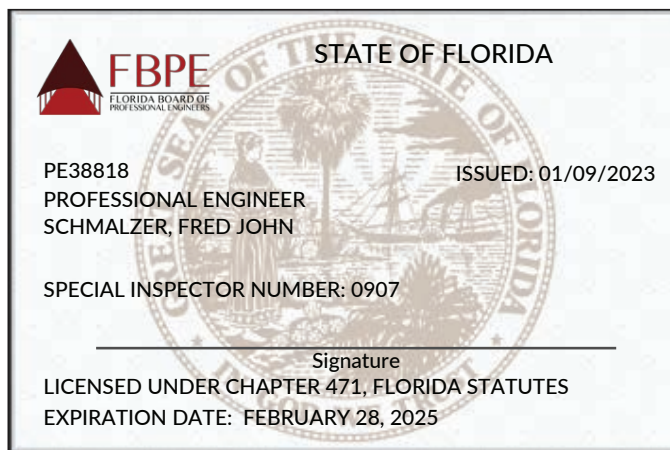
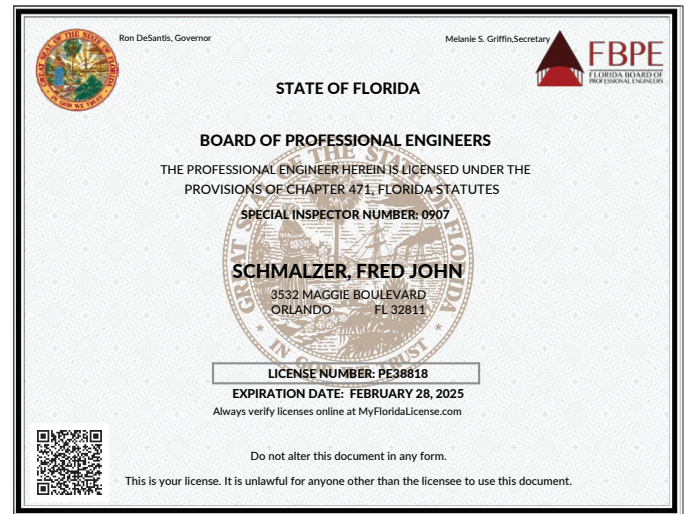
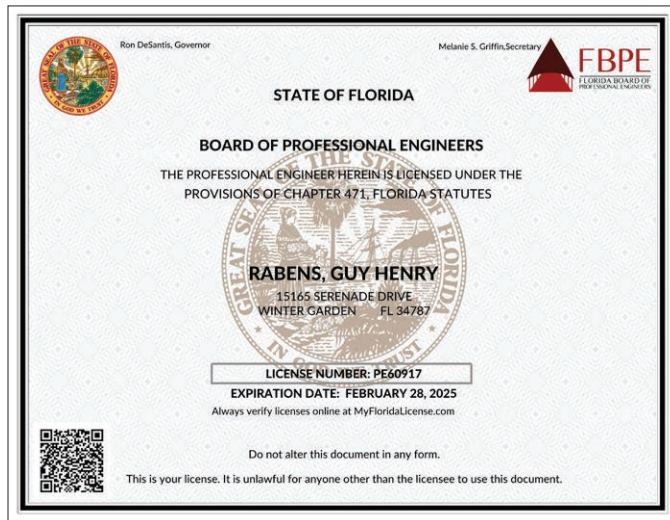
Tracking Number: 9265699564CU

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

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



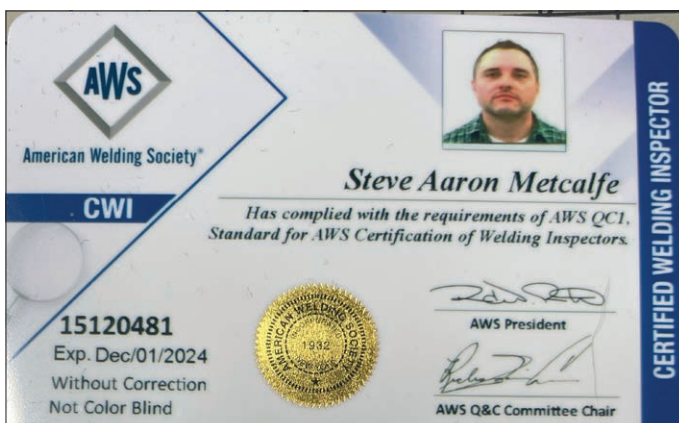
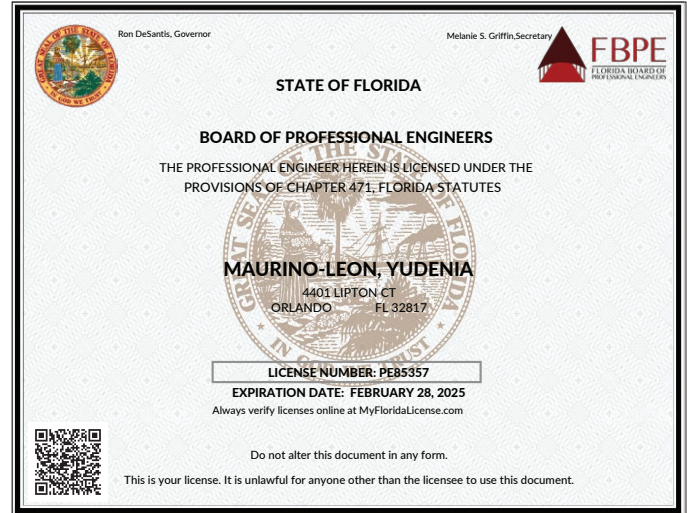
## KEY PERSONNEL LICENSES



LICENSEE DETAILS	
5:3	
Licensee Information	
Name:	KIRIAKIDIS, RICARDO CONSTANTINO (Primary Name)
Main Address:	6737 THORNHILL CIRCLE WINDERMERE Florida 34786
County:	ORANGE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	70602
Status:	Current,Active
Licensure Date:	01/09/2010
Expires:	02/28/2025
Special Qualifications	
Qualification Effective	
Civil	02/03/2009
7th Edition, Florida Building Code	01/25/2021

LICENSEE DETAILS	
9:14:58 AM 3/7/	
Licensee Information	
Name:	ADAMS, ZACHARY W. (Primary Name)
Main Address:	8825 DANFORTH DRIVE WINDERMERE Florida 34786
County:	ORANGE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	82935
Status:	Current,Active
Licensure Date:	05/09/2017
Expires:	02/28/2025
Special Qualifications	
Qualification Effective	
Geotechnical	05/09/2017

LICENSEE DETAILS	
9:10:10 AM 3/7/2023	
Licensee Information	
Name:	WILDEROTTER, ANDREW SCOTT (Primary Name)
Main Address:	1611 HULL CIRCLE ORLANDO Florida 32806
County:	ORANGE
License Mailing:	1611 HULL CIRCLE ORLANDO FL 32806
County:	ORANGE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	65727
Status:	Current,Active
Licensure Date:	01/18/2007
Expires:	02/28/2025
Special Qualifications	Qualification Effective:
Civil	08/22/2006



## Proposers Incorporation Information

(Submittal Page)

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

Company Name: Universal Engineering Sciences

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

TIN #: 59-1117804

Address: 3532 Maggie Boulevard

City: Orlando

State: Florida

Zip Code: 32811

County: Orange

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

Contact Person: Guy Rabens, PE

Phone Number: (407) 423-0504

Cell Phone Number: (407) 992-1032

Email Address: grabens@teamues.com

Type of Organization (select one type)

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

State of Incorporation: 1964

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



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

## Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Universal Engineering Sciences, LLC**

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.) See instructions.  
**4205 Vineland Road, Suite L1**

6 City, state, and ZIP code  
**Orlando, FL 32811**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

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

or

**Employer identification number**

5	9	-	1	1	1	7	8	0	4
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### Part II Certification

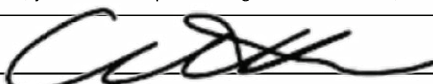
Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►



Date ► **01/03/2023**

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

May 10, 2023

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

**ADDENDUM #1**

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

---

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

---

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero

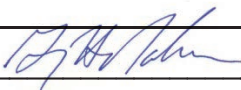
Sr. Procurement Analyst

Procurement Division

---

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

---

Signature: 

Printed Name: Guy Rabens, PE

Title: Branch Manager

Company: Universal Engineering Sciences

May 18, 2023

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

### **ADDENDUM #2**

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

---

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

---

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

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

Michael Guerrero


Sr. Procurement Analyst

Procurement Division

---

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

---

Signature: 

Printed Name: Guy Rabens, PE

Title: Branch Manager

Company: Universal Engineering Sciences

June 1, 2023

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

### **ADDENDUM #3**

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

---

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

---

Contained within this addendum: Question asked and answered.

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

Michael Guerrero

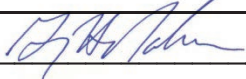
Sr. Procurement Analyst

Procurement Division

---

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

---

Signature: 

Printed Name: Guy Rabens, PE

Title: Branch Manager

Company: Universal Engineering Sciences

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

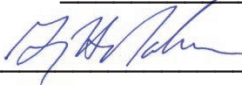
SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

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

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

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

Company Name: Universal Engineering Sciences

Signature: 

Title: Branch Manager

Date: 6/1/2023

State of: Florida

County of: Orange

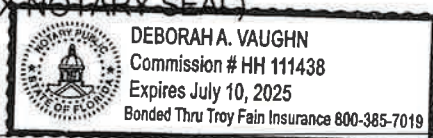
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of June, 2023, by Guy Rabers (name) as Branch Manager/VP (title of officer) of Universal Engineering Sciences (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Deborah A. Vaughn

Notary Commission Number and Expiration: 7-10-25

(AFFIX NOTARY SEAL)





TAB 2

## **APPROACH TO THE PROJECT**

## PROJECT APPROACH

UES has been a leader in providing Geotechnical, Construction Materials Testing Services in Central Florida for many years.

Our Team will utilize our best engineering judgment, practices, and principles and provide timely, quality services in performing the specified project scope. UES's team members have worked on similar contracts providing geotechnical and construction materials testing/inspection services to the municipality and government agencies.

We understand that the potential projects under this municipal contract will primarily be categorized under Geotechnical Testing and Material Testing Inspection Services and will vary in size, complexity, budget, and duration. We further understand that this contract will consist of a variety of projects on an as-needed task authorization basis which may include geotechnical investigations and analysis, evaluation assessments and remediation recommendations, design, construction materials testing for soils, concrete and asphaltic materials, laboratory testing in accordance with ASTM and AASHTO standards, field testing and inspection for structural steel and concrete structures as well as threshold inspection services on various projects type throughout Polk County. We also understand that there is no guarantee as to the type or quantity of services to be provided under this contract and that the term of engagement will be, at most, five years.

### Clients who choose to use UES for their construction services benefit from:

- Certified, Qualified, and Trained Technicians
- Reliable and Accurate Test Results
- Accredited and Full-Service Laboratories
- Timely and Quick Responsiveness

Our personnel are ready to meet the County's needs in all project situations and we are available 24 hours a day, 7 days a week.

## APPROACH TO MANAGEMENT

Our Management Plan considers urgent or emergency services that may be needed occasionally.

The management group identified in our organizational chart on page 26 will be responsible for each project through all its stages: proposal preparation, field and laboratory testing, reporting, invoicing, and job

completion. Highly responsive service and short testing turnaround times are a priority to keep projects on schedule and avoid contractor claims.

The ability to resolve construction materials testing issues quickly in the field is essential; we have the experienced personnel to make that happen. In addition, our team has a sizeable local laboratory which will ensure that laboratory test data is reported promptly, thereby avoiding costly contractor delays.

The first step is starting from [reviewing the project plans and specifications](#) to establish a testing program and a budget based on our understanding of the County's needs, goals, and contractual requirements. Next, our Project Manager, Fred Schmalzer, PE, SI, will work with our team to [create a scope and fee proposal](#) to be reviewed and approved by the appropriate Polk County Project Manager. The UES project team will [attend all pre-construction meetings](#) to discuss our scope of service with on-site representative before the beginning of the project to establish a work schedule which could require either full-time testing and inspection, part-time testing and inspection, or a combination of both.

We will strive to maintain technician continuity on each project by assigning the same personnel to the project for its duration, to the extent possible. Our technicians are cross-trained and equipped to perform all the necessary testing required for municipal projects. We [establish and maintain a "Project Audit Sheet"](#) which is a compilation of every proposed test on the project that helps us track all the tests, and to ensure that no tests are overlooked, and that all pass prior to project acceptance by the County personnel.

Our administrative staff pays close attention to our proposed budget to ensure the budget is maintained. We understand that keeping your staff informed and aware of any situation is crucial for the project's success at every stage.

UES is always willing to comply with last-minute changes in scope and project requirements in general. Therefore, the project APMs send email notifications to our internal team and your project management team when a project's budget reaches 80 percent expended. This is also reflected on each invoice at the bottom. At this point, an audit is usually conducted to determine how much work remains, if the budget has enough capacity, or if a change order may be required.

We also have a document control/record keeping system which allows [expedited report preparation](#) and retrieval of archived reports, drawings, and critical

documentation related to the project. There is an **integral Quality Assurance/Quality Control (QA/QC) system** in place which helps us maintain the best level of quality, starts with dispatch and field personnel, and finishes with the final review and signature of the project engineer, Fred Schmalzer, PE, SI.

## METHOD OF APPROACH BY TASK

### GEOTECHNICAL ASSESSMENTS

UES offers various geotechnical engineering services to help architects, engineers, and developers meet local, state, national, and international environmental regulations. Our professional engineers use the soil and groundwater test results to analyze existing site conditions and provide our clients with safe, cost-effective construction solutions.

Our dedication to value engineering techniques, state-of-art site exploration, and extensive exploration database consistently prove invaluable in pre-design and pre-construction planning. The surface exploration program evaluates potential site development and long-term performance problems to address remediation alternatives for use by the design team effectively.

Post-construction settlements investigations to determine the cause(s) of settlement and provide remedial recommendations, including sinkhole evaluation and consolidation of organic or soft clay deposits, are services that frequently our geotechnical team provides.

Developing new sites requires several studies to ensure the site is compatible with the intended use. These studies include characterizing soils and groundwater conditions, evaluating the potential for sinkhole activity on the site, the location of muck that could adversely affect the performance, and construction costs of structure and pavement areas.

A list of our capabilities in this area:

- Site Feasibility and Due Diligence Studies
- Soil Mapping and Classification
- Sinkhole Evaluation
- Landfill Site Selection and Assessment
- Muck Probes and Mapping
- Subsurface Investigations
- Standard Penetration Testing (SPT)
- Cone Penetrometer Soundings
- Shallow and Deep Foundation Recommendations and Design

- Settlement and Stability Analysis
- Subsurface Improvement Recommendations
- Retaining Wall Design
- Seepage Analysis
- Sinkhole Remediation Design
- Value Engineering Analysis
- Soils Laboratory Testing to include special soils testing

### SITE WORK AND SOIL TESTING

Mr. Richard Fisk, a CSD staff manager with over 30 years of experience, leads a group of field technicians providing oversight and problem resolutions on our site work projects.

In addition, UES employs 2 staff field trainer/supervisors team members that spend over 90% of their time supporting our engineering technician team out in the field. Our Team can perform all earthwork testing required, including embankment and backfill, analyze the suitability of the soils for construction, and determine the need for moisture adjustment. UES also provides asphalt concrete inspection and testing, which include field quality control to determine and monitor temperature, lift thickness, and compaction using core samples, as well as verification of aggregate gradation, asphalt content, bulk specific gravity, stability, and flow.

We also provide monitoring, inspecting, and reporting de-grubbing, proof-rolling, and structural fill operations to comply with standard test frequencies and project specifications, soil in-place density testing for structural elements subgrades, including slab on grades, column, and wall footings.

UES performs density audit sheets on all our projects to keep track of testing and ensure all structural elements are adequately tested per project specifications. Our audit sheets allow deficiencies to be identified, including retests for failing in-place tests, and corrected after the contractor completes rework.

### CONCRETE

Following the project specification and contract documents, we will conduct concrete testing and monitoring placements. Our inspection services include sampling concrete for air content, slump, temperature, and unit weight, casting cylinders for compressive strength tests, and observing concrete placement. To protect the quality of concrete, our concrete technicians utilize transportation racks to avoid cylinder damage during transport.

**Also, we have an extensive work order system that automatically schedules concrete cylinders for pick up within specified time frames for both 28-day acceptance tests and early test specimens.** We will

report our findings in real-time to the field construction management personnel, and a signed and sealed report will follow to the County Officials. All concrete technicians have a minimum of an ACI Level I certificate and two years of experience. They have also completed an intensive internal concrete training program.

### IN-HOUSE LABORATORY

UES full-service laboratory has been certified by the CMEC agency and it is staffed with 13 full-time ACI and CTQP certified technicians, capable to perform more than 100 different tests in the following areas:

- Aggregate
- Asphalt and bituminous materials
- Corrosion testing of soils and water
- Concrete and cement
- Earthwork soils material
- Masonry units
- Non-destructive testing

We not only provide redundancy on the laboratory equipment with more than one oven, compressive machines, and multiples soils testing stations; we also employ cross-trained, experienced laboratory technicians performing tests in accordance with local, state, and national test methods such as American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Florida Department of Transportation (FDOT), Portland Cement Association (PCA) and Underwriters Laboratories, Inc. (UL). We have a Corporate Quality Systems Group (in-house) responsible for keeping our equipment calibrated and checked for accuracy. Additionally, our laboratories are qualified and accredited through outside agencies such as:

- AASHTO Materials Reference Laboratory (AMRL)
- Cement/Concrete Reference Laboratory Accreditation (CCRL)
- Construction Materials
- Engineering Council (CMEC)
- Florida Department of Transportation (FDOT)
- US Army Corps of Engineers (USACE)

### MASONRY

UES representative will conduct inspection for masonry walls and grout placement monitoring according with project specifications. We will mold grout prisms for every 50 cy or day of placement whichever be less;

mortar cubes per ASTM C-780 per every 5000 sf of masonry wall and will perform testing in accordance to ASTM E447 for compressive strength prism assembled by masonry subcontractors. All UES technicians are cross trained and under the supervision of the special inspector.

### STRUCTURAL STEEL

UES will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) to perform continuous and periodic shop and field inspections of welded and bolted steel connections in accordance with the Structural Inspection Plan and project specifications. All inspections will be performed under strict compliance with applicable codes, such as AWS, AISC, ASTM and Underwriters Laboratories, and ASNT Level III (MT, PT, UT, and VT) and the direct supervision of our Licensed Special Inspector.

Our experienced team will perform inspections for field welding of high-strength bolting and erection, shop fabrication involving welding, fit-up, welding procedure qualification, welder qualification, and approval for shipment, vendor surveillance and quality audits and non-destructive welding inspection including ultrasonic, magnetic particle, and liquid penetrant.

### ADDITIONAL SERVICES

As part of our growing and expanding program, UES brings a team of more than 3,100 professionals and nearly 75 national branches which allows us to now offer valuable advanced services, such as Virtual Design Consulting (VDC). Clients like Polk County with its vast network of utility lines and facilities can benefit from the capabilities offered by UES' VDC team, for services such as Subsurface Information Modeling, Total Asset Modeling (i.e., mapping existing utilities), 3D Laser Scanning, and Structural & Forensic Information (for void & sinkhole location, underground storage tanks, and environmental & geotechnical conditions).

UES is licensed to practice geology in the State of Florida, and we have substantial experience in hydrologic studies, contamination assessments, and the installation and maintenance of groundwater monitoring wells in any assessment environment. We understand that this Polk County continuing contract includes a provision for professional geologic and hydro-geologic services, including but not limited to monitoring plan design, piezometer/monitoring well installation, providing oversight of new monitoring well installation, and evaluating and recommending repairs to existing monitoring wells, on an as-needed basis in

conjunction with the County's needs. UES's in-house drilling well installation, monitoring, and abandonment services are enhanced by our partnership with Ambient Technologies, Inc. (ATI) to complement our in-house geophysical and hydrogeologic services. Highlighted below are just a few of these capabilities:

- GeoProbe (soil and groundwater sampling)
- Well abandonment
- Piezometer/monitoring well installation
- In-situ permeability testing (recharge and pumping testing)
- Double Ring Infiltrometer (DRI) tests
- Muck probes
- Hollow Stem Auger Boring

## INNOVATIVE CONCEPTS TO ENHANCE VALUE, QUALITY, CONTROL COST AND SCHEDULES

### RECORDS, REPORTS MONITORING, AND MANAGEMENT SYSTEMS SUCCESSFUL PROJECTS

UES' test reports and records are processed via our proprietary FDC (Field Data Collection system), which allows for immediate transmission of field data to the UES office for prompt engineering review, processing, and subsequent client submittal. The FDC system fully integrates our scheduled fieldwork, project/results database, reviewing, and reporting modules. FDC is a comprehensive technical document management system created to facilitate our technicians' printing of preliminary field reports whenever proof test results are needed on the job site. Projects of this nature and scope under Polk's continuing contract may require the implementation of early concrete tests and the rapid reporting of results; UES' FDC system allows our field and laboratory staff to communicate test results as soon as they become available. All documentation provided via the FDC system has been verified to comply with the reporting criteria of all appropriate test methods and standards, such as ASTM, AASHTO, FDOT, and other applicable regulatory agencies (Ex: forms ASTM C-39, AASHTO T-180, and FM- 5-515).

## DEVELOPMENT AND MAINTENANCE OF PROJECT SCHEDULES

Projects frequently require a great level of coordination between site construction personnel, testing/inspection agency, and subconsultants for which UES relies also on our state-of-the-art and proprietary scheduling system (FDC or Field Data Collection).

UES's Field Data Collection system is managed on the scheduling side by three full-time dispatchers tasked to receive incoming requests, create a log of the required tasks, match the tasks to appropriate technicians, assign the tasks for the time/date requested, and create changes to the tasks and assignments as needed. **Possessing a large multi-talented and appropriately certified engineering technician team affords UES the unique advantage of assigning a "Lead Technician" to projects that require intense dedication –such as public work facility projects.** Our "Lead Technicians" are trained to become well-informed of their project requirements and thus serve as "on-field" point of contacts between the construction site personnel and our scheduling team. **This approach has proven crucial for those unforeseen tasks requiring immediate attention.**

## QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA)

Our service is only as good as our QA and QC. Our staff continually seeks both excellence and improvement in our procedures so we can provide quality geotechnical and materials testing services. QA of our geotechnical engineering reports is accomplished through two levels of peer review. The first level is performed by an engineering colleague and the second level is performed by a senior engineer. This aids in maintaining quality and ensuring that all feasible options are presented for your selection (value engineering) on each project.

Our drill crews have the required licensing needed to complete their assignment [OSHA, Water Well Contractor] which is also monitored by our drilling supervisor. For materials testing services, we use FDOT-approved quality control plans to guide our internal procedures, equipment calibrations, and personnel training. Our field technicians are trained by supervisors experienced with Polk County projects. We require all personnel to be Construction Training Qualification Program (CTQP) qualified before performing work on municipality projects as required in many scopes of services. Field supervisors will visit the project sites periodically to verify the performance of our Team's senior and field technicians assigned to the projects.

TAB 3

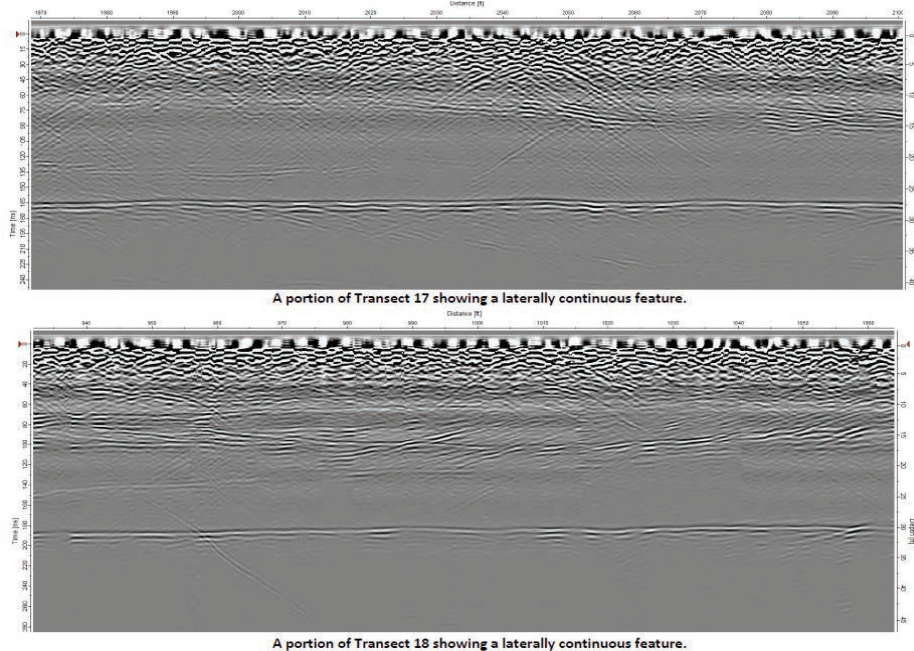
**EXPERIENCE, EXPERTISE,  
PERSONNEL AND TECHNICAL  
RESOURCES**



## PROJECT EXPERIENCE

### A. Hilltop Subdivision Geo & Karst

Dundee, Polk County, FL



### E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

Richmond American Homes was considering the development of a new residential subdivision in Dundee, Polk County, Florida. The site was to be developed with seventy-four residential lots, two stormwater ponds, and associated paved roadways. UES was tasked with performing a geotechnical exploration program to evaluate the site's shallow soil and groundwater conditions. In addition, we were requested to provide a professional opinion on the potential for future sinkhole formation on site. UES completed our geotechnical investigations at the Hilltop Subdivision site in 2021.

During UES' drilling activities, the subject property was a vacant parcel with sparse vegetation. UES performed twenty-eight Standard Penetration Test (SPT) borings and secured samples of representative soils encountered in the soil borings for review, laboratory analysis, and classification by a Geotechnical Engineer. The scope of our services included field exploration with geotechnical engineering interpretation of results with respect to the project characteristics, soil and groundwater conditions at the boring locations, geotechnical recommendations for foundation design, pavement design, site preparation, stormwater pond design, and a limited Karst (sinkhole) exploration.

A UES professional geologist utilized in-house GPR equipment to investigate subsurface features that are commonly associated with sinkhole/karst activity and locate any areas of interest related to these features. Based on the results of the GPR survey, UES did not identify any subsurface features that indicated potential sinkhole conditions on the site.

### B. Size / Cost of Project

Unspecified/\$12,550 (Fees)

### C. Project Representatives

Erin DeLany  
Land Acquisition Specialist  
Richmond American Homes of Florida  
2822 Commerce Park Drive,  
Suite 100  
Orlando, Florida 32819  
407.450.7314 (p)  
407.481.8410 (c)  
erin.delany@mdch.com

### D. Date of Completion

August 2021

### F. Change orders

0

### G. Time extensions

0

### UES Personnel

Zachary Adams, PE  
Ricardo C. Kiriakidis, PhD, PE  
Zane Pierson, PG

## A. Lake Hamilton WWTP, Geotechnical Exploration

Polk County, FL



### E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

This project involved preparing to construct a new water treatment facility for the Town of Lake Hamilton in Polk County, Florida. Citrus groves occupied the site at the time of the UES exploration. The site plan indicated improvements to consist of a 250,000 gpd influent storage tank, associated generator pads, chlorine contact basins, pump stations, and office buildings. A 20' wide stabilized unpaved drive was to be constructed around the facility's perimeter. In addition, two RIBs were proposed, each approximately 1.6 acres in plan dimension. UES had previously performed a preliminary geotechnical exploration at this site (UES Report No. 1918391, dated December 15, 2021). UES completed our geotechnical investigation, which included performing various Standard Penetration Test (SPT) borings and securing samples of representative soils encountered in the soil borings for review, laboratory analysis, and classification by a Geotechnical Engineer. Additionally, UES installed piezometers at the four deep boring locations for subsequent groundwater level readings

#### The final UES report included:

- Foundation design recommendations for the proposed effluent tank
- Site preparation recommendations, including berm construction and maximum RIB loading rate
- Recommendations for construction of the stabilized unpaved driveway
- Stormwater pond design parameters
- Groundwater monitoring plan for submittal to FDEP
- RIB groundwater mounding analysis

### B. Size / Cost of Project

250,000 gpd/19.7 acres  
/\$33,560 (Fees)

### C. Project Representatives

Tim Daily, PE  
Project Manager  
401 Third Street NW  
Winter Haven, Florida 33880  
215.254.7748 (p)  
TDaily@Pennoni.com

### D. Date of Completion

Phase 1 in Summer of 2023  
Phase 2 TBD

### F. Change orders

0

### G. Time extensions

0

### UES Personnel

Ricardo C. Kiriakidis, PhD, PE  
Andy Wilderotter, PE



## A. Connector Road (Hilton Driveway to Apopka-Vineland Road), Materials Testing

Orange County, FL



### E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

From 2019 to April 2021, Orange County Highway Construction Division constructed the Hilton Driveway to Apopka-Vineland Connector Road. This project comprised approximately 6,886 feet of roadway and underground utilities to facilitate the stormwater system. The roadway was constructed utilizing a flexible pavement design comprised of a stabilized subgrade, a 12-inch-thick soil cement base, and an asphaltic concrete wearing surface. **Since this project was conducted under UES' Orange County Highway Construction continuing contract #Y17-904-A, which had a 24% MWBE utilization commitment, UES' certified minority firm subcontractors provided services on the asphalt field and plant testing program of this project to honor that commitment.**

**UES provided the services listed below:**

- Conducted compaction tests for utility line backfill, pavement subgrade, and pavement base
- Conducted asphalt cores, laboratory testing, and rolling straightedge on the asphalt roadway
- Conducted sampling and laboratory testing of plastic concrete, soil cement, and limerock
- Participated in on- and off-site meetings as needed
- Provided drilled shaft inspection
- Provided a second layer of site activities oversight and quality control
- Provided engineering oversight, review, and technical services
- Completed contractual services under budget

### B. Size / Cost of Project

6,886lf / \$13,386,883.00

### C. Project Representatives

Chris Hedum  
Chief Engineering Inspector  
4200 S. John Young Parkway  
Orlando, Florida 32839  
407.836.7930 (p)  
407.836.7714 (f)  
321.354.7421 (c)  
Chris.Hedum@ocfl.ne

### D. Date of Completion

April 2021

### F. Change orders

0

### G. Time extensions

0

### UES Personnel

Ricardo Kiriakidis, PhD, PE  
Fred J. Schmalzer, PE, SI  
R. Kenneth Derick, MS, PE  
Yudenia Maurino, PE  
Rafael Castro, PM  
Joshua Adams  
Darwing Lopez  
Billy Billings, Jr.

## A. Lake Conine Nature Park, Geotechnical Engineering, Winter Haven

Polk County, FL



### E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

Construction on Phase 1 of the Lake Conine Wetland Restoration Project started in the Spring of 2020 as an improvement project on a 34-acre property transforming it into a restored wetland site. Phase 1 included creating a series of wetland chambers that enhance water quality to rainwater flowing in areas around Lake Conine, and was completed in Spring 2021. Phase 2 included the addition of recreational amenities, including a paved trail system, playground, fishing pier, kayak launch, picnic facilities, restroom, parking area, and site amenities. UES completed a program of geotechnical investigation and engineering services which included performing various Standard Penetration Test (SPT) borings and securing samples of representative soils encountered in the soil borings for review, laboratory analysis, and classification by the UES geotechnical engineer. Additionally, UES provided surcharge monitoring, including installing four settlement plates and eight elevation survey readings for approximately six months.

#### The final UES report included:

- Existing groundwater levels and estimated seasonal high levels at the boring locations;
- Potential constraints to development from anticipated soil (organics) and groundwater;
- Foundation design recommendations for restroom structure, bridges, and boardwalk;
- Pavement design recommendations for parking lot;
- Stormwater pond recommendations;
- Pavement recommendations/suitability of existing berms to support paved multi-use trail; and
- Recommendations for site preparation, excavation, and dewatering considerations.

### B. Size / Cost of Project

34 acres/\$9.7M Total/  
\$23,975 (Fees)

### C. Project Representatives

Kriss Kaye, PE  
Civil Engineer  
137th 5th Street NW  
Winter Haven, Florida 33881  
863.294.6965 (p)  
863.698.3327 (c)  
Kriss@carterkaye.com

### D. Date of Completion

June 2023

### F. Change orders

0

### G. Time extensions

0

### UES Personnel

Ricardo C. Kiriakidis, PhD, PE  
Andy Wilderotter, PE

## A. McLeod Road Transfer Station (MRTS) Re-Design, Materials Testing

Orange County, FL



### E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

The McLeod Road Transfer Station (MRTS) site is in an industrial park on L.B. McLeod Road. In August 2019, the Orange County (FL) Utilities Solid Waste Division began building a new modern transfer station on L.B. McLeod Road in Orlando. Construction of the \$27 million facility was completed in January 2021. The Orange County Utilities Solid Waste Division contract involved the plan, design, and permit of demolishing the old transfer station and constructing a replacement facility with a design life of 40 years. The 6.8± acre property is surrounded by the City of Orlando's wastewater treatment plant facility and a Waste Management, Inc. transfer station. The old transfer station building was a conversion of the City of Orlando's old solid waste incinerator facility built in the 1960s. After nearly 60 years of use, the old building needed replacement with a new modern transfer station facility. The new transfer station was designed on the same site with a modern 62,000-square-foot receiving and transfer building that can process 2,000 tons of solid waste daily. It also includes an 8,000-square-foot service building for administration offices, employee quarters, a vehicle maintenance shop, and a scale house with truck scales. The replacement facility includes many engineering innovations and technology, including inspection platform MSE walls. The buildings have a shallow spread foundation system with slab-on-grade masonry walls and metal framing. Paved areas were constructed utilizing rigid and flexible pavement designs comprised of a stabilized subgrade, limerock base concrete, and asphaltic concrete wearing surfaces; other work included the installation of underground utilities to facilitate the water, sanitary sewer, and stormwater systems. **This project exemplifies UES's extensive experience interacting and coordinating with government agencies, including the City of Orlando, Orange County Utilities, and Orange County Facilities.**

#### UES provided the following construction materials testing scope of services:

- Conducted compaction tests for the building pad, foundations, utility line backfill, pavement subgrade, pavement base and asphalt
- Masonry testing
- Sampling and testing asphaltic concrete
- Sampling and testing plastic concrete
- Conducting structural steel inspection

### B. Size / Cost of Project

6.8± acres/\$27M

### C. Project Representatives

Richard Cotter  
Project Manager/J. Kokolakis  
Contracting  
202 E. Center St.  
Tarpon Springs, FL 34689  
904.377.4644 (p)  
cotterrcharldm@gmail.com

### D. Date of Completion

January 2021

### F. Change orders

0

### G. Time extensions

0

### UES Personnel

Rafael Castro, PM  
Darwing Lopez  
Fred J. Schmalzer, PE, SI  
Yudenia Maurino, PE  
Manuel Irizarry, PE  
Steve Metcalf, CWI  
Billy Billings, Jr.



## A. Site 113-H-W-4 (fka Horizon West Relief High School), Geotechnical Engineering and Materials Testing

Orange County, FL



### E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

GEO) Design Level Geotechnical Exploration, Site 113-H-W-4 (f.k.a. Horizon West Relief High School) located in Orange County, Florida. The project included due diligence engineering in the design process before constructing a new high school on two parcels totaling approximately 63 acres in size, east of State Road 429 between Seidel Road and Hartzog Road in Orange County, Florida. UES's GEO services concluded in July 2020 with a geotechnical exploration of the mast arms and roadway extension portion of the site, which included geotechnical recommendations for design parameters for the mast arms foundation, pavement recommendations, and site preparation.

CSD) The project included constructing ten (10) 1-3 story buildings with a student capacity of up to 3,000. The buildings were supported on a shallow spread foundation system with slab-on-grade, composite metal decking, masonry and tilt panel walls, and metal framing. Paved areas were constructed utilizing rigid/flexible pavement designs comprised of a stabilized subgrade, limerock base, and concrete/asphaltic concrete wearing surfaces. Other work included the installation of underground utilities to facilitate the water, sanitary sewer, and stormwater systems. UES was responsible for construction materials quality assurance by conducting compaction tests for the building pad, foundations, utility line backfill, pavement subgrade, base, and asphalt; sampling and testing plastic concrete; floor flatness testing; structural steel inspection; fireproofing testing and inspection; and sampling and testing asphaltic concrete. UES's Metals and NDT Supervisor conducted a visual inspection of welds, bolt torque, and inspection of high-strength bolted connections, verification of welding electrode type used, and visual inspection of metal roof deck welds and fasteners.

### B. Size / Cost of Project

63 acres/\$88M (Total)/  
\$216,538 (UES Fees)

### C. Project Representatives

Cass Hurst  
Project Manager/Wharton-  
Smith Contracting  
750 Monroe Road  
Sanford, FL Sanford  
561.248.1632 (m)  
churst@whartonsmith.com

### D. Date of Completion

November 2021

### F. Change orders

0

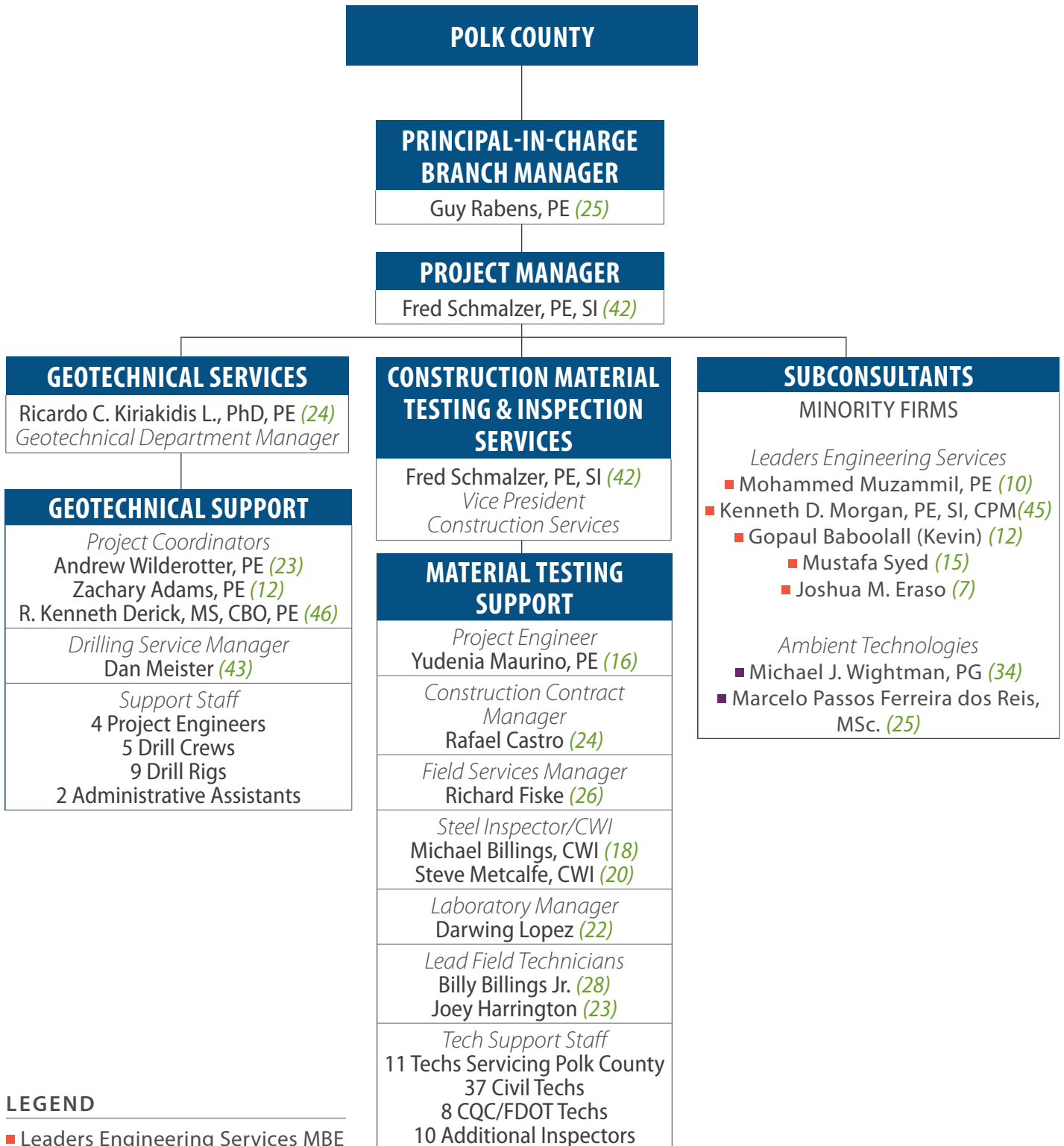
### G. Time extensions

0

### UES Personnel

Ricardo C. Kiriakidis, PhD, PE  
R. Kenneth Derick, MS, PE  
Justin Bernabas, EI  
Rafael Castro, PM  
Darwing Lopez  
Fred J. Schmalzer, PE, SI  
Yudenia Maurino, PE  
Manuel Irizarry, PE  
Michael Billings, CWI  
Billy Billings, Jr.

## ORGANIZATIONAL CHART



### LEGEND

- Leaders Engineering Services MBE
- Ambient Technologies MBE

(yr) Years of Experience are indicated beside key personnel



### Education

MS, Civil Engineering,  
University of South Florida

BS, Civil Engineering,  
University of South Florida

### Years of Experience

24

### Licenses & Certifications

- Professional Engineer, FL #60917
- Professional Engineer, GA #032162
- Professional Engineer, AL #28954
- Professional Engineer, MS #20290
- Professional Engineer, SC #25837
- Professional Engineer, NC
- Professional Engineer, VA #0402048059
- Professional Engineer, MD #55041
- Professional Engineer, Washington DC
- ASTM Environmental Site Assessments for Commercial Real Estate
- Crestcom International, Ltd., Bullet Proof Manager Courses I, II, and III
- Nuclear Density Gauge Certified

## Guy Rabens, MS, PE

### Branch Manager/Chief Geotechnical Engineer

Guy has two decades of experience in geotechnical engineering and construction materials testing. He is well-versed in conventional geotechnical exploration projects, including interpreting field and laboratory results, preparing geotechnical design recommendations and reports, and coordinating field, laboratory, and office personnel. Guy has been involved in hundreds of private and public sector projects, including multi-family apartment complexes, residential subdivisions, Planned Urban Developments (PUD), multi-million dollar private residences, warehouse, and commercial facilities, corporate and industrial parks, resort facilities, high-rise structures, restaurants, commercial retail outlets, schools, pavement systems design and evaluation, hydrogeology/groundwater modeling, stormwater management system recovery analysis, slope stability analysis, sinkhole explorations, expansive soil evaluations, residential/ commercial septic system design and permitting services, and expert witness testimony.

Guy is also experienced in the construction materials discipline, including field inspections for soil, base material, asphalt, reinforced concrete, and reinforcing steel. He is capable of construction materials laboratory testing for soil and concrete. Additionally, he is involved in environmental property assessments for the purpose of acquisitions or refinancing in which specific sites are accessed for potentially hazardous or toxic wastes and petroleum product exposures. Assessments include a review of historical ownership, examination of historical land use activities, examination of historical aerial photography, field review of the site and nearby properties, regulatory file review, and a summary report to recommend the appropriate action.

## PROJECT EXPERIENCE

### City of Orlando Proposed Pipe Installation and Lift Stations 8, 30, 47 & 77, Geotechnical Exploration

Orange County, FL

This project consisted of the construction of five new lift stations and about 800 linear feet of new pipe line along Silver Star Road in Orlando, Florida.

UES was retained by the City of Orlando (under a continuing services contract) to perform these consulting services. Guy was the Geotechnical Engineer of Record (EOR) for this project responsible for overseeing all geotechnical explorations and recommendations. Specific services provided by UES included exploration and evaluation of the subsurface conditions at the site; providing existing and estimated seasonal high groundwater levels at the boring locations; and providing geotechnical engineering

recommendations for site preparation procedures for the proposed sewer line and lift station installations.

### City of Ocoee Public Works Complex Stormwater Improvements

Ocoee, Florida, Orange County, FL

Guy completed geotechnical engineering services on this project involving the design of stormwater improvements to the City of Ocoee Public Works Complex. UES performed soil borings and Standard Penetration Tests (SPT). The limited geotechnical exploration involved evaluation of wet stormwater detention ponds and included geotechnical opinions for the estimated seasonal high groundwater table at the test boring locations, as well as hydrogeologic design parameters for the design and permitting of the ponds.



### Education

MS, Civil Engineering,  
Georgia Institute of  
Technology

BS, Civil Engineering,  
Georgia Institute of  
Technology

### Years of Experience

48

### Licenses

- Professional Engineer, FL, AL, MS, LA, GA, SC, TX, TN, and Puerto Rico
- Building Code Administrator, FL - BU2121
- Plans Examiner, FL - PX4637
- Standard Inspector, FL - BN8183

### Certifications

- Certified Structural Masonry Inspector
- Management Seminars, AGC
- Nuclear Density Gauge Operation & Safety

## R. Kenneth Derick, MS, CBO, PE

### Senior Engineer

Ken holds an advanced degree in civil engineering and has more than 48 years of experience performing and managing complex engineering work for geotechnical, building construction, and environmental projects in the eastern, southeastern, and Gulf South regions of the United States. He has performed structural, general civil, geotechnical, environmental, and building construction inspection and testing services for thousands of projects. As the Engineer of Record (EOR) for the UES, Ken provides engineering peer review, project administration, and environmental engineering services on a daily basis for technically challenging projects. As Senior Vice President and Central Florida Regional Manager, he is responsible for the performance, staffing, and administration of all engineering, environmental, and construction personnel in the six county region.

### PROJECT EXPERIENCE

#### SR 46/SR 42 Road Repair

Volusia/Polk County Line, Florida

A new lane addition for FDOT was settling and creating rutting. Mr. Derick was the Engineer of Record (EOR) for FDOT in solving the root cause of new overlay rutting. The problem was determined to be poor compaction and lift thickness control at the interface of old and new pavement.

#### Commercial Shopping Center, Florida Avenue & Brannen Road

Lakeland, Polk County, Florida

This project involved a strip shopping center in Lakeland, Florida. The site soils consisted of reclaimed land which possessed highly compressible clay soils to a depth of eight to 15-feet below grade. Mr. Derick provided recommendations for the development including deep foundations, surcharging in combination with post-tensioned slab foundation or "waffle" slab, and soil-mixing with cement.

#### Alafia Lakes Development, Mulberry

Polk County, Florida

Mr. Derick was the Engineer of Record (EOR) and provided alternatives to develop 235 acres of reclaimed land on SR 37, just north of SR 60 in Mulberry, Florida. The former phosphate mine site was explored with 20-foot deep borings, sufficient in depth to define the mining depth on the site. Areas where the mining left compressible soils were delineated and recommendations were provided to allow the construction of the small residential homes.

#### Imperial Lakes Manufactured Home Project

Mulberry, Polk County, Florida

Mr. Derick was engaged in the assessment of the settlement potential of this site, which had been developed five years earlier. The soil was settling away from underneath some roadways under the weight of fill placed over the former phosphate mine. Mr. Derick provided estimates of the total settlement to be anticipated and the time it would take for the remaining settlement to occur. Recommendations for the repair of facilities and leveling of the homes were provided.





### Education

BS, Organizational Management, Palm Beach Atlantic University

### Years of Experience

24

### Certifications

- ACI Aggregate Base Technician
- ACI Concrete Strength Technician
- ACI Concrete Testing Technician – Level I
- FDOT (CTQP) Aggregate Base Testing Technician
- FDOT (CTQP) Concrete Lab Technician – Level I
- FDOT (CTQP) Limerock Bearing Ratio Technician
- FDOT (CTQP) Qualified Sampler
- Radiation Safety Officer (RSO)
- Troxler Radiation Safety and Use of Nuclear Gauges

## Rafael R. Castro

### Contract Manager/Senior Project Manager

Rafael Castro has 24 years of experience in construction inspection, materials testing and project management. His experience includes supervising lab and field technicians, writing technical reports, and administration of municipality contracts. Rafael is responsible for overseeing the Construction Materials Testing (CMT) lab, field and lab testing for asphalt, aggregate, concrete and soils; thus, ensuring that quality assurance procedures for earthwork and aggregates are being followed according to the written procedures. In that regard, his duties comprise of serving as the secondary technical manager and deputy quality systems manager. Rafael's responsibilities also include coordination and reporting to municipality agencies the participation of W/MBEs in all applicable continuing services contracts.

### PROJECT EXPERIENCE

#### **Construction Materials Testing, Boggy Creek Road Widening Over Florida's Turnpike, PS #02-068-RJ**

Osceola County, Florida

Mr. Castro was responsible for coordinating and overseeing all associated laboratory testing services on this project for the Osceola County Board of County Commissioners. The project involved constructing the Boggy Creek Road widening over Florida's Turnpike in Osceola County, Florida with approximately 3,000 linear feet of road and bridge widening. Additional work included installation of the underground utilities associated with this project. Laboratory testing services included sieve analysis, corrosive series, compressive strength of concrete, density and moisture content of soils, and asphaltic concrete pavement cores.

#### **Construction Materials Testing, Holopaw Community Park**

Osceola County, Florida

Mr. Castro was responsible for coordinating and overseeing all associated laboratory testing services for construction of the new Holopaw Community Park located in Osceola County, Florida. The new facility is approximately 4,133 SF and is supported on a shallow spread foundation system constructed of compacted structural

fill. The slab on grade was four inches in depth with bearing walls constructed of concrete masonry. The parking and driveway areas were constructed utilizing a flexible pavement system consisting of a stabilized subgrade, limerock base, and an asphaltic wearing surface. Additional work included the installation of the underground utilities to facilitate the water, sanitary sewer, and stormwater systems.

#### **Construction Materials Testing & Inspection, Celebration High School New Two-Story School Building, Celebration**

Osceola County, Florida

Mr. Castro was responsible for coordinating and overseeing all associated laboratory testing services on the construction of a \$5.3M, two-story, 14,250-SF building supported on a shallow spread foundation system with a four-inch thick slab on grade, masonry walls, tilt panel walls and metal framing. The project pavement areas were constructed utilizing a flexible pavement design comprised of a stabilized subgrade and soil cement base. Other portions of the project included a concrete sidewalk and installation of the underground utilities to facilitate the water, sanitary sewer, and storm water systems.





### Education

BS, Civil Engineering,  
Michigan Technological  
University

### Years of Experience

42

### Licenses

- Professional Engineer, FL
- Special Inspector, FL

### Certifications

- FDOT Asphalt Inspection Consultant Series
- FDOT Contract Administration Consultant Series
- FDOT Drilled Shaft Inspection
- FDOT Earthwork Construction Inspection - Level I
- FDOT Earthwork Inspection Consultant Series
- FDOT Pile Driving Inspection
- FDOT Prestressed Concrete Inspection
- FDOT Traffic Safety / Traffic Accidents Consultant Series

### Fred J. Schmalzer, PE, SI

Vice President of Construction Services / Assistant Branch Manager /  
Construction Services Department Manager

Fred Schmalzer has 42 years of experience in construction materials engineering and testing throughout Northern and Central Florida. He has gained hands-on experience during his involvement on thousands of construction projects ranging from small facilities to some of Florida's largest construction projects. His project history includes airports, highways, subdivisions, roads, and threshold inspection of high-rise building construction. He is responsible for the approval of materials from borrow sources, identification and disposal of unsuitable soils, compaction of soils, and design of soil cement mixes for pavement base course.

### PROJECT EXPERIENCE

#### FDOT Construction Material Inspection and Inspection Contract

District 5

Mr. Schmalzer served as the Project Manager of this continuing contract and was responsible for the overall management of the contract. Work included contract negotiations, work assignment budget authorization, project staffing, and invoicing. Assignments included several laboratory projects requiring materials tests such as LBR, Modified and Standard Proctor, Atterberg limits, and curing and compression tests of six-inches by 12-inch test cylinders. Field work assignments included ACI - Level I concrete inspection, nuclear density inspection, asphalt plant quality control, asphalt roadway quality control, and special work assignments including the inspection of 17-92 concrete pavement joint repairs.

#### City of Haines City, Lake Eva Community Park Banquet Hall

Polk County, Florida

Mr. Schmalzer was the Special Inspector for this project involving additions and renovations to a 28-acre community park. The banquet hall construction had an 18-week duration during which UES performed threshold inspections to verify that the building's main frame structural elements were constructed in substantial accordance with the permitted contract documents.

#### City of Ocoee, Construction Materials Testing, Pioneer Key II Infrastructure Rehabilitation Program

Ocoee, Florida

Mr. Schmalzer was the Engineer of Record (EOR) for this project which involved constructing the Pioneer Key II Infrastructure Rehabilitation Program. Work included the installation of the underground utilities, sanitary sewer, stormwater systems, French drains, and roadways constructed utilizing a flexible pavement system comprised of a stabilized subgrade, limerock base, and an asphaltic concrete wearing surface. UES provided testing on asphaltic concrete pavements, French drain inspection services, and compaction tests for utility line backfill, pavement subgrade and pavement base.

#### City of Orlando Public Works, Orlando-Vineland Road Improvements, Phase II,

Orlando, Florida

Mr. Schmalzer was the Engineer of Record (EOR) for this project. This project consisted of the rehabilitation and widening of the roadway, along with all of the associated underground utilities and access driveways. UES performed materials testing consisting of compaction tests for roadway area embankment, stabilized subgrade and base, utility line backfill, and testing of plastic concrete and asphaltic concrete.



### Education

PHD, Civil Engineering, West Virginia University

MS, Civil Engineering, West Virginia University

BS, Civil Engineering, West Virginia University

### Years of Experience

24

### Licenses & Certifications

- Professional Engineer, FL
- State of Florida Neutral Evaluator

## Ricardo C. Kiriakidis L., MS, PhD, PE

Geotechnical Department Manager/Senior Geotechnical Engineer

Ricardo has two decades of experience encompassing all areas of geotechnical engineering, during which time he has had technical responsibility for more than 400 design projects, over 2,500 forensic exploration projects, and 500 subsurface remediation projects throughout Florida. He has been routinely engaged in such activities as selecting soil boring locations, evaluating soil types, interpreting Standard Penetration Tests (SPT), static Cone Penetrometer Tests (CPT), Dynamic Cone Penetrometer (DCP) and hand-auger data, and performing limited literature review of site conditions. He has also managed hundreds of geotechnical design projects, including residential subdivisions, commercial and retail developments, multi-story office buildings, hotels, school buildings, religious buildings, parking garages, and stormwater management areas. As part of the design team, he has provided engineering recommendations for the design of pavements (flexible and rigid), stormwater management areas (including recovery/drawdown analysis), foundation recommendations (shallow and deep foundations), retaining wall design (including stability analysis), dewatering permit applications, and responses to water management district's RAI, amongst others. In addition, his most recent experience has included forensic geotechnical analysis of subsidence damage and soil stabilization design recommendations such as compaction grouting, chemical grouting, helical piles, micro piles, and flowable fill.

## PROJECT EXPERIENCE

### Voyager Avenue Bridge, Sunbridge Northeast District ("NED")

Osceola County, Florida

This project consisted of the Voyager Way bridge over the C-30 canal designed to be a Florida I-beam Bridge (FIB) with a span of about 114 feet with two travel lanes, shoulders, and a bike trail (total of approximately 48 feet in width) with an end bent on each side of the canal. UES was retained to explore the general subsurface conditions at the site (accomplished by utilizing our in-house drilling equipment and team) and to provide geotechnical engineering recommendations for the bridge and MSE wall foundations and related construction issues. Challenges associated with this project included directional drilling for utility installations below the canal and the adverse effects of construction vibrations on the nearby residential neighborhood. As the engineer/manager, Dr. Kiriakidis provided oversight and quality review of all work products, scheduling, and budgeting.

### Lake Hamilton WWTF Phase I

Polk County, Florida

The proposed project involved the construction of a Wastewater Treatment Facility (WWTF) for the Town of Lake Hamilton in Polk County, Florida. The proposed facility included two RIBs and a new wastewater treatment plant. UES was retained to explore the general subsurface conditions at the site (SPT soil borings were performed with a UES-owned ATV-mounted drilling rig) to provide geotechnical exploration with groundwater conditions and mounding analysis. Challenges associated with this project included an area of concern within the vicinity of the site: an off-site depression that required additional analysis. As the engineer/manager, Dr. Kiriakidis provided oversight and quality review of all work products, scheduling, and budgeting.



### Education

BS, Civil Engineering,  
University of Camaguey,  
Cuba

### Years of Experience

16

### Licenses

- Registered Professional Engineer, FL, #85357

### Certifications

- Earthwork Construction Lv. 1 & 2
- Certify Structural Masonry Inspector
- PTI - Field Fundamentals Unbonded Post Tensioning, Lv. 1
- PTI - Unbonded Post Tensioning Inspector Lv. 2
- DOT Precast Concrete Quality Control Personnel Certification Lv. 2
- OSHA 10-Hours Construction Safety

## Yudenia Maurino, PE

### Senior Project Manager

Yudenia is a self-motivated and quality oriented Professional Engineer with over 16 years of experience in the construction materials testing and inspections for Commercial and Residential building structures to include Airports, Schools, Hotel and Resort Facilities, Parking Garages, High-rise and Multifamily construction. She has gained hands-on experience on site supervision, evaluation of quality control, materials testing and inspections including reinforced concrete, pre-stressing and post-tension operations, tilt-up panels, wood framing, field inspections for soils, concrete placements, structural steel, roadway and deep foundations.

In charge of reviewing and approving CSD reports for accuracy and correctness in a number of Central Florida projects; she provide our clients with engineering and management support to keep project on schedule and budget.

## PROJECT EXPERIENCE

### Hermit Smith Warehouse/Distribution

Apopka, Florida

This project consisted of constructing a warehouse building totaling 290,000 sf in footprint area. UES provided material testing services and third party inspections for main structural elements such as foundations, slab on grade and tilt up panel walls. Yudenia served as project engineer and project manager. Her responsibilities included the installation of the underground utilities to facilitate the water, sanitary sewer and storm water systems, laboratory and field-testing services for plastic concrete, soils and asphaltic material. Yudenia was also responsible for coordinating and overseeing floor flatness/levelness testing and structural steel inspection for the building structure while she maintained budget and reporting progress through the life of the project.

### Gaylord Palm Hotel Expansion and Parking Garage

Kissimmee, Florida

Yudenia served as the Project Manager for construction material testing and inspection services to the project consisting of one new four level parking garage which added total approximately of 76,866 sf in footprint area, expansion of the guest tower and meeting room

with the associated sitework. Her duties included coordination of field testing and inspections, communication with clients and contractors, reviewing field daily reports, and managing budget and invoice process.

### GOAA South Airport Terminal and Parking Garages

Orlando, Florida

This project included a multi-level Airport Terminal Facility (Land and Air Side terminal), an additional cast in place post tension parking garage structure, a Central Energy Plant and a Ground Transportation Facility. Served as part of threshold inspection team on this particular one-life time project.

### Meadow Woods and Ventura Elementary Schools

Orlando, Florida

The project consisted on the renovation/ construction of a multi-story prototype elementary school building of approximately 95,000 gsf. Yudenia served as the Project Manager for construction material testing and inspection services. Her responsibilities included coordination of field-testing and inspections, communication with clients and contractors, reviewing of field daily reports, and managing budget and invoice process.



## Years of Experience

Total 26 / UES 19

## Certifications

- ACI Concrete Field Testing - Level I
- CTQP Asphalt Paving - Levels I & II
- CTQP Asphalt Plant - Levels I & II
- CTQP Concrete Field Inspector - Level I
- CTQP Drilled Shaft Inspection
- CTQP Earthwork Inspection - Levels I & II
- CTQP Pile Driving Inspection
- FDEP Stormwater Management Inspector
- FDOT Pile Driving Installation
- Florida Work Zone Safety
- OSHA Construction Safety and Health
- TROXLER Nuclear Density Testing

## Richard A. Fiske

### Senior Project Manager

Richard has over 26 years of experience in roadwork quality control services including performing construction inspection for asphalt and concrete paving, bridges, earthwork, embankment, bridge, and drainage structures. His experience also includes 22 years of land and roadway surveying and extensive experience in performing inspection and testing of earthwork, masonry, concrete, and asphalt paving materials. He has performed these services on numerous FDOT projects in Central Florida, as well as providing construction quality control services. Richard is now a Project Manager assisting the Construction Services Department with troubleshooting, managing budgets, staffing, quality control, and customer satisfaction.

## PROJECT EXPERIENCE

### Construction Quality Control Testing, Central Florida Sunrail Phase I, FIN 412994-4-52-01

FDOT District 5

Richard served as a Senior QC Inspector for this \$163M project involving the installation of 16 miles of new rail from Debary to Sandlake Road. The project totaled 31 miles and included improvements to the existing rail, as well as providing new rail crossings and eleven station finish platforms. Richard's responsibilities included testing and maintaining log book records.

### SR 50 Widening and Resurfacing with Multiple Drilled Shafts for Signal Poles and Mast Arms

FDOT District 5

Richard served as Drilled Shaft Inspector for this roadway reconstruction project. He performed training and monitoring for the CEI Drilled Shaft Verification Inspector and performed drilled shaft logs and slurry testing.

### SR 15-600 (Mills Ave) Widening Slab Rehabilitation with Multiple Drilled Shafts for Signal Poles and Mast Arms

FDOT District 5

Richard served as a Drilled Shaft Inspector, provided quality control, and performed slurry testing and concrete testing.

### Construction Quality Control Testing, SR 500 (U.S. 192)

Osceola County, Florida

Richard served as the Senior QC Inspector for this \$14M section of roadway construction consisting of embankment, subsoil excavation, milling and resurfacing, drainage structures, signing, signalization, and bridge construction items. His responsibilities included testing and maintaining log book records.

### Construction Quality Control, SR 429 (Part A), Western Expressway, Florida Turnpike Interchange

Orange County, Florida

Richard served as the Senior QC Inspector for this \$42.3M section of roadway construction consisting of embankment, drainage structures, eleven bridge structures, base and superpave, permanent pavement markers, spiral curves (roads and bridges), and maintenance of traffic.

### Construction Quality Control Inspector, SR 20

FDOT District 2

Richard served as the Senior QC Inspector for this \$43M section of roadway reconstruction consisting of new construction, milling and resurfacing, drainage, signage, pavement marking, three bridges, signalization, and utilities.

**Years of Experience**

20

**Certifications**

- ACI Concrete Technician - Level I
- Asphalt Paving
- AWS Certified Weld Inspector
- CTQP Earthwork - Levels I & II
- DOT Concrete
- Drilled Shaft
- ICC Commercial Building Inspector

**Michael L. Billings, CWI****Threshold Inspector II**

Michael L. Billings has 20 years of experience in construction inspection and materials testing for civil and threshold construction. As a Threshold Inspector, he inspects main frame structural elements to verify compliance with the approved plans and specifications. He also routinely performs structural inspections on materials such as cast-in-place concrete, reinforcing steel, post tension cables, formwork, and all phases of masonry construction. Mr. Billings' expertise also includes post tension concrete inspection, bridge construction, masonry inspection, soils and construction materials testing, and DOT quality control inspection/materials testing.

**PROJECT EXPERIENCE****Foster Hangar Expansion,  
3400 Aircraft Drive**

Lakeland, Polk County, Florida

UES was retained by Tucker Construction & Engineering to provide construction materials testing services during the construction of the Foster Hangar Expansion in Lakeland, Polk County, Florida. UES provided professional materials testing services to ascertain whether the roadway courses, building pad compaction, and floor slab concrete were constructed in general conformance to the approved project specifications. Mr. Billings served as a Threshold Agent providing structural steel and weld inspections. Elements inspected included high-strength bolted and welded connections for the Hangar expansion steel framing, mechanical room steel framing, and curtain wall framing.

**Foundation and Masonry Steel  
Inspection, Various Schools**

Lake and Polk Counties, Florida

Mr. Billings performed routine foundation footings, full masonry, and/or slab reinforcement inspections on several school additions and new school construction projects for Lake and Polk counties. He provided both threshold inspection services and construction materials testing on Stephens Elementary (Polk), Southwest Elementary (Polk), Mascotte Elementary (Lake), Groveland Elementary (Lake), Middle School AA (Polk), Elementary School F (Polk), and

Winter Haven High School (Polk).

**City of Winter Haven Parking Garage**

Winter Haven, Polk County, Florida

Mr. Billings served as a Threshold Agent for this project involving the construction of one three-level, 32,595-SF, 256-space parking garage in Winter Haven, Florida. UES was responsible for the inspection of the building's main frame structural elements, specifically the structural frame of the building including the foundation, primary, and secondary framing systems. The scope of work included conducting compaction tests for the building pad and foundations, sampling and testing plastic concrete, masonry testing, and structural steel inspection. As the duly authorized representative of the Special Inspector, Mr. Billings observed and verified that the building's main frame structural elements were constructed in substantial accordance with the Permitted Contract Documents.

**Materials Testing and Threshold  
Inspection, New Elementary School "A,"  
School Board of Polk County**

Polk County, Florida

The project involved construction of the new Elementary School "A" in Polk County, Florida. Mr. Billings performed materials testing services including soil compaction testing, cementitious materials testing, metal decking and structural steel inspection, and threshold component inspection.





### Education

AA, Welding Technology,  
Central Texas College

### Years of Experience

20

### Licenses & Certifications

- AWS CWI 09060971
- Certified Welding Inspector

## Steve A. Metcalfe, CWI

### Certified Welding Inspector

Steve Metcalfe has been a Certified Welding Inspector with UES for over three years. His duties as a CWI include inspections of steel framing structures, welded and bolted connections of structural elements, and proper reporting of his observations. Aaron is also responsible for communicating and keeping a Structural Inspection Log (SIL) of any deviations from Contract Documents and project specifications. He has become integral to the UES threshold/building envelope inspection team. Before joining UES, Steve's experience included 15 years as a certified welder.

## PROJECT EXPERIENCE

### AdventHealth OTH Lake Mary Health Park, Materials Testing

Lake Mary, FL

The \$6.56 million AdventHealth Lake Mary Health Park project in Lake Mary, Florida, involved constructing a three-story, 58,269-square-foot medical office building. UES work scopes included building pads, the installation of underground utilities to facilitate the water, sanitary sewer and stormwater systems, and parking lots. UES conducted compaction tests, sampling, and plastic and asphaltic concrete testing. In addition, UES provided laboratory materials testing (in-house), floor flatness testing, and miscellaneous inspection services. Steve provided structural weld and bolting connection inspections on the building envelope and interior structural elements.

### Project Lyric AIPO T40, Materials Testing

Orlando, FL

The largest (379,176sf) of the four new warehouses, dubbed Project Lyric, sits on a 29.7-acre tract on Tradeport Drive just west of Boggy Creek Road. It is part of a master plan for a 472,583-square-foot cross-dock distribution facility with over 400 vehicle parking spaces and multiple access points.

UES work scopes included building pads, the installation of underground utilities to facilitate the water, sanitary sewer and stormwater systems, and parking lots. UES conducted soil compaction

tests, sampling, and plastic and asphaltic concrete testing. In addition, UES provided in-house laboratory materials testing, floor flatness testing, and miscellaneous inspection services. Steve provided structural weld and metal deck inspections on the building envelope and interior structural elements.

### OCCC West Building Renovation/Expansion, Materials Testing & Threshold Inspection

Orlando, FL

For the project's OCCC West Building roof replacement portion, UES inspected approximately 1.25 million square feet of new roof. Our inspectors conducted hundreds of bonded uplift tests on the newly installed single-ply membrane per TAS-124-11, verified proposed screw patterns/frequencies, and conducted pull-out testing of roofing fasteners to secure insulation boards and dens-board materials. To bring perspective to the enormity of this project's scope, consider the following: 1) The Valencia Ballroom alone has more square feet than the White House. It can hold events for up to 6,000 people. 2) More than 50 miles of pilings had to be driven into the ground to support the West Building. There are 1,105 pilings under Hall "A" ranging from 105 to 488 feet (the average piling is 170 feet long). 3) The main span of the Brooklyn Bridge (all 1,595 feet) could fit inside the West Building's contiguous exhibition space, which is 2,500 feet long.



## Years of Experience

22

## Certifications

- ACI Field Testing Technician – Level I
- Aggregate Base Testing Technician
- Aggregate Testing Technician
- FDOT CTQP Concrete Technician – Level I
- LBR Technician
- Nuclear Safety Certification
- Qualified Sampler Technician

## Darwing Lopez

### Laboratory Manager

As a Laboratory Manager, Darwing's duties include production control, scheduling, and supervision of field and laboratory personnel. His areas of expertise include inspection of auger cast pile installation; construction materials testing for soil and concrete for building and roadway construction; quality control management of CQC projects and incidental precast yards; moisture emission testing; vibration monitoring; coring of asphalt and hardened concrete; and testing compressive strength of concrete cylinders. Additionally, Darwing has extensive experience performing laboratory classification testing such as moisture content, grain-size analysis, Atterberg limits, organic content, hydrometer, standard and modified Proctor testing, Limerock Bearing Ratio (LBR) testing, and unit weight determination.

## PROJECT EXPERIENCE

### **FDOT E5W13, FIN 423193-1-52-01 I-4 Ultimate Project**

Various Counties, FL

The project consisted of Improvements to the I-4 corridor. UES served as one of the sub-consultants supporting field operation to Tierra Engineering (main QC Consultant) for the \$2.3 Billion – I-4 Ultimate Project. We provided Contractor Quality Control services, laboratory construction materials testing, and various construction materials testing services. Darwing served as the laboratory manager for this project and was responsible for coordinating and overseeing all associated laboratory testing services.

### **McLeod Road Transfer Station (MRTS)**

Orlando, FL

The new transfer station was designed on the same site with a modern 62,000-sf receiving and transfer building that can process 2,000 tons of solid waste per day. It also includes an 8,000-sf service building for administration offices, employee quarters, a vehicle maintenance shop, and a scale house with truck scales. The replacement facility includes many engineering innovations and technology, including inspection platform MSE walls. Darwing was responsible for laboratory testing services for all material tested in the laboratory.

### **FDOT T5557, FIN 240196-1-52-01 Widening Shepard Rd to N. Oregon St**

Lake Mary, FL

Improvements included widening and reconstructing the existing SR600 US 17/92 to CR 535 in Osceola County. UES' scope of work was to provide Contractor Quality Control Manager services, Prepare Quality Control Plans, Density Log Books, Full-time material testing for earthwork and Concrete, conduct drill shaft inspections and associated laboratory testing for embankment and pipe backfill, MSE walls, stabilized subgrade, limerock base, and Concrete. Darwing coordinated and performed laboratory testing for Soils samples and Concrete for this project.

### **Connector Road (Hilton Driveway to Apopka-Vineland Road)**

Orlando, FL

Darwing conducted all laboratory testing for a different material for the job and provided test results to the client and contractor. The roadway was built utilizing a flexible pavement design comprising a stabilized subgrade, 12-inch-thick soil-cement base, and an asphaltic concrete wearing surface. UES provided drilled shaft inspections material testing services for soils, soil cement, and concrete, and worked with a minority sub-consultant firm (Tierra Engineering) for asphalt testing.

**Education**

BS, Civil Engineering, Florida State University

**Years of Experience**

23

**Licenses**

- Professional Engineer - FL #65727

**Andrew S. Wilderotter, PE****Senior Project Manager/Staff Engineer**

Andrew Wilderotter has more than two decades of experience as a Staff Engineer/Senior Project Manager serving the Geotechnical/Environmental Division of UES' Orlando branch. His duties include coordinating subsurface exploration programs and preparing geotechnical engineering and Phase I Environmental Site Assessment reports for various Central Florida projects. Mr. Wilderotter is also responsible for pile capacity calculations, bearing capacity calculations for shallow foundations, soil classification, and various laboratory testing.

**PROJECT EXPERIENCE****Lake Hamilton WWTF Phase I**

Polk County, Florida

The proposed project involved the construction of a Wastewater Treatment Facility (WWTF) for the Town of Lake Hamilton in Polk County, Florida. The proposed facility included two RIBs and a new wastewater treatment plant. UES was retained to explore the general subsurface conditions at the site (SPT soil borings were performed with a UES-owned ATV-mounted drilling rig) to provide geotechnical exploration with groundwater conditions and mounding analysis. Mr. Andrew Wilderotter, PE, was the senior geotechnical engineer and project manager. His duties included coordinating the subsurface exploration program and preparing a detailed geotechnical engineering analysis and report. Challenges associated with this project included an area of concern within the vicinity of the site: an off-site depression that required additional analysis.

**Davenport WWTF Phase 2 Expansion**

Polk County, FL

This project involved expanding the Davenport Wastewater Treatment Facility (WWTF) in Polk County, Florida. The proposed expansion of the site, which had two existing effluent percolation ponds, included the construction of a third pond. UES was retained to perform a geotechnical exploration within the new pond footprint and to provide a groundwater mounding analysis of the

proposed RIB system. SPT soil borings were performed in-house with a UES-owned ATV-mounted drilling rig. Mr. Andrew Wilderotter, PE, was the senior geotechnical engineer and project manager. As such, his duties included coordinating the subsurface exploration program and preparing a geotechnical engineering analysis followed by a detailed report. Challenges associated with this project included an evaluation of the impact of the proposed RIBs on the nearby properties.

**Lake Hamilton WWTF Structures**

Polk County, Florida

The project involved the construction of a new Wastewater Treatment Facility (WWTF) for the Town of Lake Hamilton in Polk County, Florida. The site plan indicated a 200,000 gpd influent storage tank, associated generator pads, chlorine contact basins, pump stations, office buildings, and a 20-foot wide stabilized unpaved drive to be constructed around the facility's perimeter. In addition, two RIBs were proposed, each approximately 1.6 acres in plan dimension. UES was retained to explore and evaluate the general subsurface conditions at the site with particular attention to potential problems that could impact the proposed development, to provide soil and groundwater conditions at the boring locations, and to provide geotechnical engineering recommendations for foundation design, storage tank design, unpaved driveway sections, and subgrade preparation.



**Education**

BS, Civil Engineering,  
Ohio University

**Years of Experience**

10

**Licenses**

- Professional Engineer - FL #82935
- Professional Engineer - OH #81313

**Certifications**

- ACI Concrete Field Testing Technician – Level I

**Zachary W. Adams, PE****Senior Geotechnical Project Manager**

Zach Adams is a registered Professional Engineer with over 10 years of experience in geotechnical engineering and design. He has an excellent command of standard engineering practices for the subsurface design of complex projects in the energy, transportation, residential and commercial industries.

**PROJECT EXPERIENCE****UCF Downtown Garage**

Orlando, FL

UES provided geotechnical exploration services to assist in the design & construction of a new 4-story parking garage and ground level retail shell. The scope included SPT borings & CPT soundings to depths of 20 to 80 feet. The structure will be supported on shallow foundations using vibro-replacement. Zach served as the lead project manager and geotechnical engineer for the project.

**Wright Patterson Air Force Base  
Taxiway Realignment**

Dayton, OH

Provided geotechnical exploration services to assist in the design & construction of the taxiway realignment at Wright Patterson AFB. Scope included SPT borings & pavement cores to determine existing runway/taxiway pavement component thicknesses to assist with design. Zach served as the lead project manager and geotechnical engineer for the project.

**Coalfields Expressway Route 121/  
Corridor Q Route 460, Poplar Creek  
Section**

Grundy, VA

The Poplar Creek Section is a five-mile long limited access roadway. This section of the Coalfields Expressway Project included two bridges. The proposed alignment traverses mountainous, densely wooded terrain. The project required an extensive geotechnical engineering report including rock cut slope and catchment design, new embankment

stability analyses, culvert foundation and construction recommendations, coal seam mitigation, pavement considerations, and development of a geotechnical model for incorporation into the project's cross sections. Mr. Adams assisted in providing engineering analyses and recommendations for the roadway and structure foundation explorations. He performed many rock cut designs based on encountered bedrock stratigraphy, fill slope design, and reinforced soil slope design, in addition to performing slope stability analyses on all cut and fill sections for the project.

**Poinciana High School Building  
Addition**

Osceola County, FL

UES provided geotechnical exploration services to assist in the design & construction of a new building addition to Poinciana High School. The scope included SPT borings to depths of 25 feet bls. The structure is supported on shallow foundations. Zach served as the project manager and geotechnical engineer for the project.

## SUBCONSULTANTS

### LEADERS ENGINEERING SERVICES



Leaders Engineering Services is a licensed, minority owned engineering consulting firm operating in the State of Florida. Our main office is located in Polk County, allowing us to serve both Central Florida and the Tampa Bay area. Leaders offers a wide range of Construction Materials Testing and Inspection services, as well as Geotechnical Engineering services to both the public and private sectors.

Leaders is a minority business enterprise with the staff and equipment to provide a wide array of services. Leaders holds ourselves accountable to the highest industry standards. Our experienced PEs and technicians are trained to perform testing to the standards set by the Florida Department of Transportation (AASHTO, PCA, Army Corps of Engineers (ASTM and other recognized and accepted testing agencies). We calibrate our equipment annually and our laboratories are inspected by independent testing agencies, including FDOT, ACOE and Concrete Materials Engineering Council (CMEC).

## CAPABILITIES:

### Construction Materials Testing & Inspection:

- Soils & Foundation
- Concrete
- Pavements
- Masonry
- Structural
- Specialty

### Geotechnical Engineering Services;

- Preliminary / Pre Development
- Foundation / Specialty Analysis
- Roadway / Transportation Studies
- Groundwater / Effluent Disposal
- Laboratory Services
- Field & Drilling Services
- Expert Witness
- Hydrogeological Assessments



### Education

BS, Civil Engineering,  
University of Central Florida

### Licenses & Certifications

- Florida Professional Engineer (86422)

## Mohammed Muzammil, PE

### MAT Engineer

Mohammed Muzammil has over ten years of experience in geotechnical engineering specializing in foundations, transportation, structural, utilities, earthwork, concrete, and water/stormwater management. His responsibilities have included coordinating and directing geotechnical explorations for roadways, bridges, signs and signal structures, water resources, pipelines, buildings, bridges, residential, industrial and commercial facilities. Mohammed has experience in shallow and deep foundation analysis, including spread footing and pile foundations. He has conducted geotechnical studies for roadway, bridges, stormwater facilities and land development. Mohammed has expertise in pile dynamics, settlement analysis, stormwater, and transportation engineering. He has also performed utility coordination, maintenance of traffic, cost estimation, concrete testing and monitoring, construction management, foundation and earthwork inspection.

### PROJECT EXPERIENCE

#### Howard Frankland Bridge, Design-Build,

Tampa, Florida

The project consisted of design of the Howard Frankland Bridge in Tampa, Florida. Mohammed Muzammil was the Senior Geotechnical Engineer responsible for coordinating and managing drilling crews (land and marine efforts). Mohammed also assisted in laboratory testing analyzing foundation capacities and providing a Bridge Data Report.

#### SR 528 - Toll Plaza

Orlando, Florida

The project included design and construction of the SR 528 toll plaza facility. Mohammed served as the geotechnical project manager in charge of planning and executing the development of the boring location plan, FTE coordination and approval, drilling operations, laboratory testing and geotechnical engineering design of alignment sections, stormwater ponds (dry and wet) and pile foundations.

#### All Aboard Florida From SR 528 to Daytona

Orlando, Florida

The project included design of a section of a railway system along SR 528 to Daytona. Mohammed served as the geotechnical

project manager in charge of planning and executing the development of the boring location plan, FTE coordination and approval, drilling operations, laboratory testing and geotechnical engineering design of rail alignment embankments, stormwater ponds (dry and wet) and pile foundations.

#### Virgin Trains at SR 528 and Narcoossee Road

Orlando, Florida

Mohammed developed and managed water use permits for dewatering operations at the SR 528 and Narcoossee Road intersection for existing and proposed water bodies. Mohammed prepared dewatering plans, means and methods outline and site preparation plans to guide execution.

#### Dr. Phillips Center for the Performing Arts (DPAC) Music Hall Stage II

Orlando, Florida

As the project manager, Mohammed performed technical tasks associated to foundation analysis for the Dr. Phillips Center for the Performing Arts Music Hall (Stage 2). Mohammed assisted in design evaluation of seasonal high groundwater levels, geotechnical engineering recommendations for site preparation procedures and final foundation design.



## Education

MS, Civil Engineering,  
University of Central Florida

B.Eng. (Hons) Civil  
Engineering (1st Class),  
Federal University of  
Technology Owerri

## Licenses & Certifications

- Project Management Professional (PMP), Project Management Institute, PMI (2020)
- Registered APEGA Canada Professional Engineer (P.Eng) – (2015)
- Engineer-In-Training (EIT) – USA

## Skills

- MS Project, Primavera P6, MS Word, PowerPoint, Power BI, MS Excel, Power Pivot, Bluebeam
- Design/drafting software MICROSTATION and AUTOCAD
- Hands on experience in the use of E-builder, SAP, Accela (Envista), ArcGIS, GEA, SLIM programs.
- Experienced in the use of various civil design and analysis softwares such as SPT 97, FB-Deep, Settlg, Embank, STABL 6, L-Pile, Modulus 6.0, Geostudio, ETABS, Oasys. GEOPAK, OpenRoads.

## Ikenna Uju, P.Eng, PMP

### Project Management Professional

Multidisciplinary background in Civil Engineering, Project Management, Project Controls, Project Planning & Scheduling, Progress reporting, Change management, Project Estimation, Cost Management and Schedule Management. PMI Certified Project Management Professional (PMP) with over 15 years' experience gained from novel projects across diverse areas (Roads, Bridges, Buildings, Stormwater Management).

## PROJECT EXPERIENCE

### City of Edmonton

#### Engineering Project Manager

Ikenna was responsible for managing the construction and delivery of roadways, walkways, bridge rehabilitation and other transportation facilitates performed in-house and by external consultants. He reviewed Consultants, Contractors and Vendor schedules, to ensure plans are realistic and achievable and possible schedule risks or issues on the program are mitigated. Ikenna developed and maintained relationship with key stakeholders such as clients, consultants and contractors in other organizations to confirm that engineering practices applied are in accordance with current engineering standards, regulatory requirements, and current technological innovations

The following neighborhood renewal/reconstruction projects undertaken are:

- Ottewell Neighborhood, Edmonton AB
- Garneau Neighborhood, Edmonton AB
- Central McDougall Neighborhood, Edmonton AB
- Spruce Avenue Neighborhood, Edmonton AB
- Queen Alexandra Neighborhood, Edmonton AB

### City of Edmonton

#### Project Engineer

Ikenna was responsible for managing the construction and delivery of roadways, walkways, bridge rehabilitation and other

transportation facilitates performed in-house and by external consultants. He coordinated roadway design projects with other utilities, City departments and external agencies. Ikenna also coordinated geotechnical assessments and lead geotechnical investigations.

The following neighborhood renewal/reconstruction projects undertaken are:

- 12 LRT Busway Renewal in Edmonton AB
- Bonnie Doon Neighbourhood, Edmonton AB
- Glenora Neighbourhood, Edmonton AB
- Rosslyn Neighbourhood, Edmonton AB
- Millbourne Area, Edmonton AB
- Davies Industrial, Edmonton AB

### City of Edmonton

#### Civil Engineer/ Engineering Tech II

Ikenna developed works (baseline) schedule, recovery schedule and progress schedules in-line with project requirements using scheduling tools such as: Primavera P6, MS Project, Excel, and Power BI. He provided quality control review of engineering drawings for roadways, walkways and transportation facilities, submitted by external design consultants and City Departments. Ikenna ensured consistent construction, design and geotechnical review comments on concept, preliminary and approved engineering drawings review in a timely manner, with a high level of accuracy and within applicable TAC and City's standards and guidelines.



### Licenses & Certifications

- CTQP Asphalt Paving – Level I
- ACI & CTQP Concrete Field Technician – Level I
- CTQP Earthwork Construction Inspection Level I & II
- RSO Nuclear Gauge Certified

## Joshua M. Eraso

### Construction Materials Testing Technician

Mr. Eraso has over 7 years of experience in the field of construction materials testing to support the needs of ACI and CTQP certification standards. Mr. Eraso can navigate and lead project tasks while managing documents to ensure satisfactory practices and conformity to construction plans.

### PROJECT EXPERIENCE

#### I-4 Beyond the Ultimate – Segment 3 and 4

Orlando, FDOT

Mr. Eraso performed, managed and supervised field densities conducted on pipe runs, mechanically stabilized earth wall backfill and roadway inspection. Additionally, Mr. Eraso conducted field tests on concrete batches for structural elements such as gravity walls and bridge decks.

#### Orlando International Airport – South Terminal Expansion Greater

Orlando Aviation Authority (GOAA)

Mr. Eraso assisted with concrete pour inspections and oversight for structural elements to support the South Terminal Expansion.

#### Lake Ashton South Development

Polk County, Florida

Mr. Eraso performed, managed, and supervised field densities conducted on pipe runs, supporting stormwater elements and roadway inspection. Additional field efforts included obtaining soil samples in the field for laboratory proctor testing.

#### Posner Valley Development

Polk County, Florida

Mr. Eraso performed test pit inspections across a 20 + acre site. As the site representative, Mr. Eraso communicated with the engineer and led the contractor during excavations to assess limits and depths of inorganic/debris materials of concern. Mr. Eraso prepared test pit field logs to guide the exploration assessment.



## Education

BS, Civil Engineering,  
Osmania University

## Licenses & Certifications

- ACI & CTQP Concrete Field Technician – Level I
- ACI Concrete Strength Testing
- ACI Aggregate Base Testing Technician
- CTQP Earthwork Construction Inspection Level I & II
- CTQP Asphalt Paving Technician – Level I & II
- CTQP Asphalt Plant Technician – Level I
- CTQP Drilled Shaft Inspection
- CTQP Limerock Bearing Ratio Technician
- RSO Radiation Safety Officer | Nuclear Gauge Certified
- FDOT Maintenance of Traffic (MOT) – Advanced
- OSHA – Construction Safety and Health

## Mustafa Syed

MAT Project Manager

Mr. Syed has over 15 years of experience in the geotechnical and civil engineering fields. Mr. Syed's geotechnical and civil experience has managed: construction material testing laboratories, heavy civil and geotechnical construction projects for roadways, bridges, commercial development, and residential development. Mustafa possesses extensive knowledge and experience with project and construction management, costs estimation, budgeting, industry standards and specifications, planning and scheduling, and management of laboratories and has a wide network and positive relationships with regulatory agencies, clients, colleagues, staff, and internal stakeholders. Mustafa's expertise has positioned him to lead projects involving soil exploration, geotechnical laboratory testing, highway materials testing, standard foundation studies, non-redundant drilled shaft bridge foundation studies, specialty geotechnical laboratory testing, as well as roadway construction engineering inspections.

## PROJECT EXPERIENCE

### I-4 Beyond the Ultimate – Segment 4, Orlando, FDOT

Mr. Syed managed and supervised designated project construction roadway activities for stabilized subgrade, base course, pavements, barrier walls and mechanically stabilized earth (MSE) walls. Mr. Syed developed plans for resource allocation, cost flow, updated progress schedules, prepared RFI's, scheduled field inspections, conducted health and safety protocols.

### SR 417 Widening from Landstar Boulevard to International Drive

Orlando, Central Florida Expressway Authority (CFX)

Mr. Syed managed the geotechnical investigation program to support the widening of the SR 417 section outlined above. As the project manager, Mr. Syed provided over-sight for drilling activities associated to roadway borings, pavement core sampling, laboratory testing and design recommendations for roadway and pavement areas.

### SR A1A Widening and Erosion Control

Flagler County, Florida, FDOT

Mr. Syed managed the geotechnical investigation program associated to

the widening of SR A1A. As the project manager, Mr. Syed developed a project specific boring plan, provided over-sight for drilling activities, laboratory testing and design recommendations for roadway widening and erosion control measures.

### SR 414 Widening From I-4 to Maitland Avenue

Orlando, Florida, FDOT

Mr. Syed managed the geotechnical investigation program associated to the widening of SR 414. As the project manager, Mr. Syed developed a project specific boring plan, provided over-sight for drilling activities, laboratory testing and design recommendations for roadway widening and erosion control measures.

### Greater Orlando Aviation Authority (GOAA), South Terminal, Orlando International Airport (OIA)

Orlando, Florida

Mr. Syed developed and managed construction materials testing and inspection programs to support the following segments: Phase 2 GMP 2S, GMP 6S and GMP 11S for south terminal taxiways, building pads and utility trenches.



## AMBIENT TECHNOLOGIES, INC.



# Ambient Technologies

*An Earth of Experience*

**Subsidiaries & Affiliates**

*Minority Certified*

Ambient Technologies, Inc. (ATI) certified as MBE-DBE-SBE-SDB, with its subsidiaries and affiliates ATI Companies LLC, GeoView, Inc., ATI Geologica, LLC, and ATI Energia, LLC have earned a reputation for the past 30 years providing responsible, competent, conscientious, dependable, and timely geo-services for Environmental, Geotechnical, Exploration, Consulting, Engineering and Construction Projects. ATI's projects vary from small local residential problems to major construction, petroleum clean-up, remediation projects, water, and wastewater utility projects, including major environmental, geotechnical, and geophysical exploration and assessment projects.

Ambient Technologies, Inc., & Subsidiaries is a multidisciplinary and diversified group providing subsurface investigation services with quality and excellence. The main focus field services are:

**Environmental Drilling services:** Direct Push Technology, Hollow Stem Auger, Continuous Soil and Groundwater Sampling, Monitoring Wells Installation and abandonment, Horizontal Wells, and Remediation Injection and Recovery Wells, PFAS Drilling and Sampling.

**Geotechnical Drilling Services:** Standard Penetration Test (SPT), Solid and Hollow Stem Auger, NQ/HQ Rock Coring, Concrete/Asphalt Coring, Undisturbed Samples (Shelby) Geotechnical Instrumentation Installation (piezometers, inclinometers, etc.).

**Cone Penetration Testing (CPT):** ATI Geologica specializes in In-Situ Testing for geotechnical and environmental investigations using advanced geo-environmental methods of exploration including Cone Penetration Testing (CPT).

**Geophysical Services:** Geotechnical/Geological Site Characterization Studies using a wide range of geophysical technologies. Specialists in Karst/Sinkhole/Geological characterization studies.

Environmental site characterization studies designed identify buried metallic and non-metallic debris, USTs, drums, abandoned wells, contaminated soils, etc. Underground utility designation and designation and mapping for clearance of bore holes and mapping underground utilities throughout project sites. NDT testing of concrete structures and foundations for both design and deficiencies using a variety of methods. Concrete reinforcing and corrosion studies. Marine surveys to determine presence of submerged objects, bathymetry and underlying geological conditions. Drone services to provide complimentary ortho-photographic, infrared and lidar mapping services.

Ambient Technologies and Subsidiaries have successfully performed both large and small-scale projects for the governmental sector at the Federal, State, County and City levels and private sectors for environmental, hydrogeological, geotechnical, geological and infrastructure applications.

Ambient Technologies and Subsidiaries are certified as an MBE with the State of Florida, the FDOT as a DBE and SBE and as an SBD with the U.S. Small Business Administration. In addition, ATI has MBE and SBE Certifications at the City and County level with the City of St. Petersburg, Pinellas County, City of Tampa, Hillsborough County, City of Orlando, Orange County, Port of Tampa, and the South Florida Water Management District.

Numerous Awards have been given to the ATI companies throughout the years. The Award of Excellence as Small Business of the Year by the Small Business Administration (2004 & 2005), the FAST 50 Award two consecutive years (2007 & 2008), the Diversity and Inclusion Award, 3 years (2007, 2008 & 2009). In 2015 & 2016, Nominated as Grow Florida Companies to Watch. In November of 2008, ATI was awarded the U.S. Commercial Service Export Achievement Certificate, for its success with its Panamanian Affiliate, ATI Panamericana, S.A. The most important recognition occurred in 2012 when ATI became the recipient of the US Presidential E-Award for Exporting Excellence.



## Michael J. Wightman, P.G.

**ROLE:** President, Principal Geophysicist, GeoView, Inc. - Subsidiary of Ambient Technologies, Inc.

### EDUCATION:

- M.S., Hydrogeology/Geophysics, University of South Florida, 1989
- B.A., Geology, University of California, Santa Barbara, 1986
- B.A., Business, Economics/Environmental Studies, University of California, Santa Barbara, 1980



### REGISTRATIONS/CERTIFICATIONS:

- Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)
- Certified Ground-Penetrating Radar Operator
- AGI Electrical Resistivity Imaging Certification
- Certified Pile Integrity Tester
- Geophysical Well Logging and Imaging.

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations concerning geophysical testing for a wide variety of applications. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects.

### RELEVANT PROJECT EXPERIENCE:

#### **Hillsborough County Southeast Landfill Expansion-Geological Site Characterization, 2020, \$55,000.**

Project Manager-Geosyntec, Tampa, FL. Evaluated the effectiveness of several geological methods to identify deeply buried (75-200 feet below land surface) paleo-karst (sinkhole) features. A 40-acre test area was selected to evaluate the effectiveness of electrical resistivity imaging (ERI), micro-gravity and seismic refraction tomography. A total of 5,500 linear feet of data was collected using all methods. Results from the three geophysical test methods were integrated and compared to the results of standard penetration test (SPT) boring that were performed within identified suspected buried karst features.

**McKay Bay Environmental Site Investigation, 2022, \$9,000.** Project Manager-Intertek, Tampa. Combined ground penetrating radar and time-domain electromagnetics study to delineate buried metallic and non-metallic debris across project site and clear locations for 90 planned borings (2022).

**FDOT District 7 Emergency Response Services, Florida, 2013-present, \$95,000.** Project Manager – Intertek-PSI – Tampa, FL – Ongoing since 2013 On-going services contract to provide geophysical testing to help determine cause for formation of depressions or collapse on FDOT-regulated roadways in FDOT Districts 1 and 7. Ground penetrating radar and electrical resistivity imaging are typically performed. Required response time 4 hours or less.

*A Minority Certified Company*

Ambient Technologies, Inc. Subsidiaries & Affiliates ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics

ATI Geologica, LLC – In-Situ Testing/CPT ATI Energia, LLC – Solar Energy

Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477

[info@ambienttech.com](mailto:info@ambienttech.com)

[www.ambienttech.com](http://www.ambienttech.com)

[www.geoviewinc.com](http://www.geoviewinc.com)





## Marcelo Passos Ferreira dos Reis, MSc.

**ROLE:** VP of ATI Companies LLC and Drilling Operations Manager - Subsidiary of Ambient Technologies, Inc.

### EDUCATION:

- M.S., Marine Science/Marine Biology, Universidade Santa Úrsula Rio de Janeiro, Brazil, 2002
- B.Sc., Marine & Science Marine Biology, Universidade Santa Úrsula - Rio de Janeiro, Brazil, 1999

### REGISTRATIONS/CERTIFICATIONS:

- Certified Ground-Penetrating Radar Operator
- ISO 14001 Lead Auditor Certification, Environmental Management; Bureau and International Register of Certified Auditors



Mr. Reis' Master of Science studies with a focus in Environmental Marine Sciences have allowed him to interface/integrate multiple factors within environmental processes. He gained vast experience in this area during several years as, first, a Team Member and then Project Director, on marine expeditions for environmental and biological studies. With his educational background and applied experiences, his skills took him to the position of professor with two private universities in Brazil. His accomplished work at the universities was recognized when he was elected "Best Professor of the Year" for two consecutive years. As Lead Environmental Auditor with Bureau Veritas Quality International, he worked with organizations and businesses to establish and maintain effective environmental management systems (EMS) in accordance with ISO 14004 standards. As the Technical/Operational Manager at ATII Brazil, in Rio de Janeiro, Mr. Reis develop the firm's geophysical services market in Brazil. Marcelo has led and managed Geotechnical and Environmental Drilling projects for the Panama Canal Project, where ATI Panamericana provided over 90% of the Geotechnical and Environmental Drilling for the Panama Canal Expansion Project. He is currently in charge of all Geotechnical and Environmental Drilling Projects throughout the State of Florida.

### RELEVANT PROJECT EXPERIENCE:

**Coral Springs Fire Academy FL, Coral Springs, FL - Project Manager – INTERTEK-PSI – Coral Springs & Plantation, FL – 2019 – Cost: \$6,900**

Site 1 and Site 2: Installation of two (4) Temporary Monitoring wells up to 15 ft. Well is 1" with 10 ft of prepack screen. Installed and removed on same day. Open borings (concrete) for client. Built a decon pit for decontamination processing. Special handling procedures for the sampling of PFAS.

**Geotechnical drilling and instrumentation installation, Panamá Canal Pacific side**

Project Manager – Grupo Unidos por el Canal/ACP Panama Canal – 2014 – **Cost: \$200,000**

Geotechnical/Geological investigation drilling over 4,000 feet, with disturbed and undisturbed samples and HQ coring. With instrumentation installation. Canal Expansion on the Pacific and Atlantic side.

**Orange County Superfund Site, City of Orlando, FL**

Project Manager – Geosyntec – Tallahassee, FL – 2021-2022 - **Cost: \$35,000** ATI Companies completed Direct Push Technology (DPT) Drilling, Soil & Water Sampling and Monitoring Wells installations, at the Spellman Superfund Site in the City of Orlando, Florida. The purpose of the investigation was to identify and delineate the nature and extent of industrial solvents in the soil and groundwater at the site. The Scope of Work included 40 Soil Borings (direct push continuous macrocores sampling) and GW sample points up to 60-ft below land surface. This initial phase also included the installation of 6 monitoring wells (vertical and angled) were installed at the same depth (up to 60ft) for continuous monitoring of the following phases of the project.

*A Minority Certified Company*

Ambient Technologies, Inc. Subsidiaries & Affiliates ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics

ATI Geologica, LLC – In-Situ Testing/CPT ATI Energia, LLC – Solar Energy

Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477

[info@ambienttech.com](mailto:info@ambienttech.com)

[www.ambienttech.com](http://www.ambienttech.com)

[www.geoviewinc.com](http://www.geoviewinc.com)

TAB 4

**POLK COUNTY ENTITY**

## POLK COUNTY ENTITY

UES plans to utilize the services of Ambient Technologies, Inc. (ATI) and Leaders Engineering Services as a subconsultants that qualify as a Polk County Entity.

### ATI's Headquarters Locations:

4610 Central Ave.  
St. Petersburg, FL 33711

### ATI's Polk County Office Open Since 2017:

8419 Epicenter Boulevard  
Lakeland, FL 33809

**Number of Staff:** 4

### Leaders Engineering Polk County

#### Office Open Since 2020:

3340 Havendale Blvd NW  
Winter Haven, FL 33881

**Number of Staff:** 5

### ATI's Polk County Tax Receipt

<b>POLK COUNTY LOCAL BUSINESS TAX RECEIPT</b>			
<b>ACCOUNT NO. 161027</b>		<b>CLASS: A</b>	<b>EXPIRES: 09/30/2023</b>
<b>OWNER NAME</b>		<b>LOCATION</b>	
CARLOS R LEMOS		4336 KNIGHTS STATION RD LAKELAND	
<b>BUSINESS NAME AND MAILING ADDRESS</b>		<b>CODE</b>	<b>ACTIVITY TYPE</b>
ATI COMPANIES LLC ATI COMPANIES LLC 4610 CENTRAL AVE ST PETERSBURG, FL 33711		540000	LTD PROFESSIONAL TECHNICAL
<b>OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR</b>		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 838224 07/16/2022 OPY OLP 31.50 ATI COMPANIES LLC			

### Leaders Engineering Services Polk County Tax Receipt

\*Currently being renewed for 2023-2024

<b>POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM</b>			
<b>ACCOUNT NO. 238161</b>		<b>CLASS: B+</b>	<b>PAYMENT DUE BY: 09/30/2022</b>
<b>OWNER NAME</b>		<b>LOCATION</b>	
MOHAMMED MUZAMMIL		3340 NW HAVENDALE BLVD WINTER HAVEN	
<b>BUSINESS NAME AND MAILING ADDRESS</b>		<b>CODE</b>	<b>ACTIVITY TYPE</b>
LEADERS ENGINEERING SERVICES LLC LEADERS ENGINEERING SERVICES LLC 3340 HAVENDALE BLVE NW WINTER HAVEN, FL 338811840		540190	PROFESSIONAL ENGINEER
<b>SIGN HERE</b>		MMUZAMMIL@LEADERSENGIN	
SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.		<b>AMOUNT DUE: 155.50</b>	
PAID - 1572520 06/01/2023 GBT TAX 155.50 LEADERS ENGINEERING SERVICES LLC			

TAB 5

**CERTIFIED WOMAN OR  
MINORITY BUSINESS  
ENTERPRISE**

## CERTIFIED WOMAN/MINORITY BUSINESS ENTERPRISE

Universal Engineering Sciences, LLC is neither a certified Minority Owned nor a Woman Owned Business. However, we have assembled a team of sub-consultants who comply with the criteria for such business entities. The following table summarizes our subconsultant team.

Company Name	Services Providing	Status
Leaders Engineering Services	Geo & CMT Support	Minority Owned Business Enterprise (MBE)
Ambient Technologies, Inc.	Geo/Geophysical Support	Minority Owned Business Enterprise (MBE)

Geo - Geotechnical Engineering

CMT - Construction Materials Testing

### Leaders Engineering Services

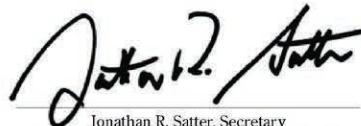


**Ambient Technologies, Inc.**

*State of Florida*  
**Minority Business Certification**

**Ambient Technologies, Inc**

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
08/12/2021 to 08/12/2023



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)

TAB 6

**INTERACTIONS WITH COUNTY  
AND REGULATORY AGENCY  
STAFF**

## INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

Over our 58-year history, UES has worked on hundreds of continuing contracts with public entities in Florida. We have become very familiar with the unique needs of counties and cities.

UES has many continuing service contracts with government agencies, such as Polk County School Board, the City of Kissimmee, the City of Eustis, the City of Mount Dora, Orange County Highway Construction, Osceola County, and Osceola County Public Schools.

UES also currently provides services for FDOT on multiple District-Wide contracts in Districts 1 and 5. UES has experience working for various federal agencies, and we regularly work closely with other regulatory agencies such as SWFWMD, SFWMD, USACOE, FDEP, FDOT, and others.

Geotechnical and materials engineering services typically include something other than permitting directly with regulatory agencies. However, the reports we provide and our recommendations are frequently incorporated into permit applications, so the quality of our work and relationship with regulators will directly impact permitting on behalf of Polk County. UES has established excellent working relationships with local and state regulatory agencies throughout our history. These agencies respect our engineers, and their reviewers consider our work thorough and accurate.

UES and our key staff members provide consulting services to numerous public-sector clients throughout Florida and nationally. Some of these include the U.S. Environmental Protection Agency (USEPA), Water Management Districts, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE), cities within Polk County (Lakeland, Bartow, Winter Haven, among others), city and county governments for areas immediately adjacent to Polk County, Florida Department of Transportation (multiple Districts), and others. Because of our close working relationship with these governmental, regulatory, and public agency clients, UES has a demonstrated ability to work efficiently and successfully with all Polk County Divisions under this Master Consulting Agreement.

Our close relationships with these and other agencies will benefit Polk County as UES advocates for County permits from regulatory agencies.

Exemplifying this below is a sampling of the many hundreds of projects that UES has successfully executed in the past 10 years involving direct interactions with the various state and federal regulatory bodies and their agents:

- FDOT-T1402-SR 35/700 (US 98)-Polk County-Conalvias
- SFWMD Dewatering Permit Application, Innovation Place, Ponds M-1 and K-3, Orange Co., FL
- SFWMD Dewatering Permit Application, Sereno Village IV, Polk County, FL
- SFWMD Submittal & Dewatering Plan, Sereno V, Osceola Co., FL
- SFWMD Dewatering, Jones Road Subdivision, Osceola County, FL
- SFWMD Dewatering Permit Application, Lakes at Laurel Highlands Mass Grading, Lakeland, FL
- SFWMD Dewatering Permit (4 Ponds), Pine Grove Development - St. Cloud, Osceola Co., FL
- SFWMD Dewatering Permit Application, Center Lake Ranch Phase N-1A East, Osceola Co., FL
- SFWMD Dewatering Permit Application, Center Lake Ranch Phase N-1A West, Osceola Co., FL
- SJRWMD Consumptive Use Permit, Plaza Collina, Lake County, FL
- SJRWMD Dewatering Permit Application, Windward Preserve (Beachline) Brevard Co, FL
- FWC Gopher Tortoise Permitting & Relocation, A.G. Holley Hospital Property, Lantana, FL
- FWC Gopher Tortoise Permitting & Relocation, 7-Eleven #1044461, 3818 Duff Rd, Lakeland, FL
- FWC Gopher Tortoise Permitting & Relocation, Shadow Wood Village Phase 2, Pasco County FL
- FDEP Environmental Resource Permit & State-404 Assistance Pedaler's Pond MHP (Site ID: 424646; DEP Application No. 0424646-001-NPR), Lake Wales, Polk Co., FL
- FDOT, State Materials Office (SMO), Materials Testing Services, C9099 (State-wide contract)
- FDOT District 1, Pavement Evaluation & Coring, Contract C9176, 419972-1-32-02
- Reclaimed Concrete Aggregate Base Material FDOT Approval Support (State-wide contract)



TAB 7

**TIMELY COMPLETIONS  
OF PROJECTS**

## TIMELY COMPLETIONS OF PROJECTS

COMMITMENT TO PERFORM IN A TIMELY FASHION  
AND WITHIN THE BUDGET

The key personnel presented in this proposal along with our assigned project manager and engineering team are committed to being available to serve the County whenever called upon. UES and its team of professionals have developed a keen sense of understanding of what is expected of our role as a “prime” contracted firm while performing our tasks well below budget. We maintain a fiscally responsible approach to every contract and project as we understand the County’s responsibility before their residents. Our purpose has been our differentiator:

UES will always use its resources and experience as a team to bring the brightest and most financially prudent solutions to every task for this and every contract.

UES commits to treat this Polk County project with the highest priority. Our team will function as an extension of the County, and we will complete every assignment with outstanding performance while maintaining our budget and high-quality standards to earn your trust.

## DAILY ABILITY TO PROVIDE THE REQUIRED SCOPE OF SERVICES:

### CURRENT AND PROJECTED WORKLOADS

Our current and projected workload and manpower, equipment and resources allow us to increase our current capacity by twenty percent (20%). This allows us to immediately staff this contract on a full-time basis if needed and have staff available for “will call” or intermittent type assignments.

UES further asserts that personnel assigned to this project will come from existing resources and that only experienced and well qualified personnel will be assigned to perform our services. The dedication of the personnel necessary to staff and complete the various tasks on this contract will not overload our current technical and management staff capacity.



# #36



ENR  
TOP 500





## IMPLEMENTATION TIMELINE

Due to the nature of our geotechnical materials testing and inspection, many of our project assignments are short term in nature, typically ranging from one day to few weeks. As such, we have the ability to rotate field technicians and inspectors to make sure that all of our assignments are being completed on a weekly basis. We pride ourselves in being able to complete assignments on time with the appropriate resources.

Starting from reviewing the project plans and specifications in order to establish a testing program and a budget based on our understanding of the County's needs, goals, and contractual requirements. We will create a scope and fee proposal to be reviewed and approved by the appropriate Polk County Project Manager. Our project team will attend pre-construction meetings to understand the scope of service with on-site representatives before the beginning of the project and to establish a work schedule which could require either full-time testing and inspection, part-time testing and inspection, or a combination of both. On projects that would require part-time staffing, schedules would be coordinated through the dispatch team in a daily basis within 24 hour, except for emergency situations.

Once staffing needs are established, we will provide services as requested, and draft reports with results of our testing and observation will be provided to the field project team before leaving the project site. Signed and sealed report will follow within 1-3 days and distributed to the project distribution list previously provided by Polk County Project Manager. Lastly, we will invoice for services provided and reported in a monthly basis at the end of each billing cycle.

**We will strive to maintain technician continuity on each project by assigning the same personnel to the project for its duration.**

Our technicians are cross-trained and equipped to perform all the necessary testing required for municipal projects.

Additionally, UES has a state-of-the-art laboratory staffed with 13 qualified and ACI/CTQP certified technicians, all available on a full-time basis 24 hours a day, 7 days a week to handle all the materials testing needs generated by this contract. We also have a team of 56 ACI certified field technicians and inspectors able to cover the most demanding tasks of this contract.

TAB 8

**SURVEYS OF PAST  
PERFORMANCE**



## Survey Questionnaire – Polk County

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

To: Erin DeLany (Name of Person completing survey)  
Richmond American Homes (Name of Client Company/Contractor)  
 Phone Number: 407.450.7314 Email: Erin.DeLany@mdch.com

Subject: Past Performance Survey of Similar work:

Project name: Hilltop Subdivision Exploration & Karst Evaluation

Name of Vendor being surveyed: Universal Engineering Sciences


Cost of Services: Original Cost: 15,550 Ending Cost: Same

Contract Start Date: July 21, 2021 Contract End Date: August 31, 2021

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

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

Printed Name of Evaluator Erin M. DeLany

Signature of Evaluator: 

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

## Survey Questionnaire – Polk County

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

To: Tim Daily, PE (Name of Person completing survey)  
Pennoni (Name of Client Company/Contractor)  
 Phone Number: (215) 254-7748 Email: TDaily@Pennoni.com

Subject: Past Performance Survey of Similar work:

Project name: Lake Hamilton WWTP

Name of Vendor being surveyed: Universal Engineering Sciences

Cost of Services: Original Cost: \$36,950 Ending Cost: \$36,950

Contract Start Date: 11/2021 Contract End Date: 04/2022

**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)	NA
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 Tim Daily

Signature of Evaluator: Timothy Daily Digitally signed by Timothy Daily  
 Date: 2023.06.05 10:14:11 -04'00'

Please fax or email the completed survey to: Andrew S. Wilderotter, P.E

## Survey Questionnaire – Polk County

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

To: Mr. Chris Hedum (Name of Person completing survey)  
Orange County Highway Construction (Name of Client Company/Contractor)  
 Phone Number: 321-354-7421 Email: Chris.Hedum@ocfl.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: Connector Road - Hilton Driveway to Apopka Vineland Road  
 Name of Vendor being surveyed: Universal Engineering Sciences, LLC.  
 Cost of Services: Original Cost: \$173,847 Ending Cost: \$149,335  
 Contract Start Date: 11/2019 Contract End Date: 4/2021

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

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

Printed Name of Evaluator Mr. Chris Hedum

Signature of Evaluator: 

Please fax or email the completed survey to: rcastro@teamUES.com

## Survey Questionnaire – Polk County

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

To: Kriss Kaye, PE (Name of Person completing survey)

Carter and Kaye Engineering, LLC (Name of Client Company/Contractor)

Phone Number: (863) 294-6965 Email: kriss@carterkaye.com

Subject: Past Performance Survey of Similar work:

Project name: Lake Conine Nature Park

Name of Vendor being surveyed: Universal Engineering Sciences

Cost of Services: Original Cost: \$23,975 Ending Cost: \$23,975

Contract Start Date: 05/2022 Contract End Date: 06/2023

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 Kriss Y. Kaye, P.E.

Signature of Evaluator: 

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



## Survey Questionnaire – Polk County

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

To: Mr. Richard Cotter (Name of Person completing survey)

J. Kokolakis Contracting (Name of Client Company/Contractor)

Phone Number: 904-377-4644 Email: cotterrhardm@gmail.com

Subject: Past Performance Survey of Similar work:

Project name: Orange County Mcleod Transfer Station Replacement

Name of Vendor being surveyed: Universal Engineering Sciences, LLC.

Cost of Services: Original Cost: \$112,391.96 Ending Cost: \$94,304.46

Contract Start Date: 10/2019 Contract End Date: 1/2021

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	8
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)	9
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)	9
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Mr. Richard Cotter

Signature of Evaluator: 

Please fax or email the completed survey to: rcastro@teamUES.com

## Survey Questionnaire – Polk County

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

To: Cass Hurst (Name of Person completing survey)  
Orange County Public Schools (Name of Client Company/Contractor)  
 Phone Number: 561-248-1632 Email: churst@whartonsmith.com

Subject: Past Performance Survey of Similar work:

Project name: OCPS Ste 113-H-W-4

Name of Vendor being surveyed: Universal Engineering Sciences, LLC

Cost of Services: Original Cost: \$237,632 Ending Cost: \$216,538

Contract Start Date: 11/2019 Contract End Date: 11/2021

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

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

Printed Name of Evaluator Cass Hurst

Signature of Evaluator: 

Please fax or email the completed survey to: rcastro@teamues.com



[universalengineering.com](http://universalengineering.com)

## Exhibit B Fee Schedule

### POLK COUNTY RFP Number 23-328

### Professional Geotechnical Services and Construction Material Testing and Inspection

### Universal Engineering Sciences

### Fee Schedule

**SEPTEMBER 2023**

Job Classification	Range of Raw labor Rates		Range of Hourly Billing Rates	
	\$ Per Hour		\$ Per Hour	
	Min	Max	Min	Max
Project Principal	70.00	95.00	210.00	285.00
Project Manager	35.00	50.00	105.00	150.00
Chief Engineer	60.00	85.00	180.00	255.00
Senior Geotechnical/Environmental Project	45.00	60.00	135.00	180.00
Geotechnical/Environmental Project Engineer	35.00	50.00	105.00	150.00
Geotechnical Staff Engineer	30.00	40.00	90.00	120.00
Geologist	30.00	50.00	90.00	150.00
CADD Operator	22.00	35.00	66.00	105.00
Senior Field Inspector	20.00	35.00	60.00	105.00
CTQP Inspector - Level I	20.00	30.00	60.00	90.00
CTQP Inspector - Level 2	24.00	36.00	72.00	108.00
Field Inspector/Technician	18.00	25.00	54.00	75.00
Clerical	18.00	25.00	54.00	75.00

Direct Labor	1.000
Payroll Burden / Fringe Benefits	0.650
Overhead / General Administrative	1.040
Subtotal	2.690
Profit (12%)	0.320
<b>Total Multiplier</b>	<b>3.00</b>

#	ITEM	Cost Per Unit	Unit of Measure
1	In-Place Density (4 per trip, exclusive of travel time)	\$30.00	Each
2	Standard or modified proctors	Standard	Each
		Modified	Each
3	Limerock Bearing Ratio (LBR) 4 points	\$350.00	Each
4	Compressive Strength of Concrete Cylindres (4 per set)	4X8	Set
		6X12	Set
5	Compressive strength of Soil-Cement pills (4 per set)	\$115.00	Set
6	Core drilling & soils analysis	QPJ	Each
<b>STEEL INSPECTION</b>			
1	Inspection of Welds & Bolt Torqueing		
	A) At Plant	\$85.00	Hour
	B) At Job Site	\$85.00	Hour
	1. One (1) Man Inspection	\$85.00	Hour
	2. Two (2) Men Inspection	\$170.00	Hour
2	Crew		
2	Reinforcing Steel Inspection	\$85.00	Hour
3	Nondestructive Testing of Steel & Connections	\$95.00	Hour
<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>			
	Standard Penetration Test Borings (ASTM D-1586)		
	(Minimum 50 feet per job)		
	A) 0-50 foot depth interval	\$17.00	L.F.
	B) 50-100 foot depth interval	\$19.00	L.F.
	C) 100-125 foot depth interval	\$22.00	L.F.

1	D) 125-150 foot depth interval	\$27.00	L.F.
2	Solid Auger Stem Borings (minimum 100 feet per job)	\$11.00	L.F.
3	Manual Auger Borings	\$11.00	L.F.
4	Drill Service from Floating Platform	QPJ	Each
5	Rock Coring	\$52.00	Per Foot
6	Installation of Steel Casing	QPJ	Per Foot
7	Ground Penetrating Radar	\$2,750.00	Day
8	Cone Penetrometer Sounding	\$18.00	Per Foot
9	Dilatometer Soundings	QPJ	Each
	Atteberg Limits		
	A) Liquid Limit (LL) Plastic Limit (PL)	\$105.00	Sample
10	B) Shrinkage Limit (SL)	\$105.00	Sample
11	California Baring Ratio (3 Points)	\$400.00	Sample
	Consolidation	\$550.00	Sample
12	A) Consolidation with Reload	\$650.00	Add'l Rld
13	Corrosion Resistance (pH and R)	\$150.00	Sample
14	Field Density Tests (Min 3 p/trip - exclusive of travel time)	\$30.00	Each
15	Florida Bearing Value (FBCV)	\$45.00	Sample
16	Florida Bearing Value Determination of Blend Proportions	\$400.00	Set of 3
	Grain Size:		
	A) Hydro Analysis	\$140.00	Sample
17	B) Sieve Analysis (Wash 200 Sieve)	\$55.00	Sample
18	Ground Penetrating Radar	\$2,750.00	Day
<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>			
19	Limerock Bearing Ratio (LBR) (4 point)	\$350.00	Sample
20	Limerock Bearing Ratio (LBR) (5 point)	\$425.00	Sample
21	Moisture Content	\$15.00	Sample
	Moisture Density Test		
	Standard Proctor	\$115.00	Each
22	Modified Proctor	\$115.00	Each
	<b>Muck Probing</b>		
	2 Man Crew	\$1,250.00	Day
23	3 Man Crew	\$1,650.00	Day
24	Organic Content Determination	\$50.00	Sample
25	<b>Monitor Well Installation includes permits, lithologic log, and report -2" or 4" PVC with removable, water-tight plug</b>		
	Hollow Stem Auger Boring	\$14.00	L.F.
	Casing: 2-inch PVC (site spec. may require stickup)	\$32.00	L.F.
	Casing: 4-inch PVC (site spec. may require stickup)	\$44.00	Each
	Casing: 2-inch Steel (site spec. may require stickup)	\$36.00	L.F.
	Casing: 4-inch Steel (site spec. may require stickup)	\$78.00	Each
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail	\$32.00	L.F.
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail	\$34.00	L.F.
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail	\$44.00	Each
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail	\$50.00	Each
	Filter Sand: Varied from approx. 30/65 to approx. 20/30	\$13.00	
	Bentonite: Chips / Balls	\$21.00	Bag
	Bentonite: Slurry / Slurry by tremie pipe	\$23.00	Bag
	Neat Grout	\$75.00	
	Protective Casing (Hinged top and lockable) w/ name plate	\$225.00	Each
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)	\$225.00	Each
	Concrete -filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)	\$175.00	Each
26	Well Abandonment includes permits and report		
	2-inch Well	\$25.00	Per Scope
	4-inch Well	QPJ	Each
	Tracked-Mounted Direct Push Technology (DPT)		
27	Rig w/all equipment and crew	QPJ	Day
<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>			
28	Ph	\$45.00	Each
	Permeability Tests - Field (15', 2 depths)		
29	(Excluding auger borings & vertical	\$500.00	Each
	Permeability Tests - Laboratory		

30	Granular Soil	\$300.00	Sample
	Cohesive Soil	\$400.00	Sample
31	Soil-Cement. Field Testing & Observation	\$70.00	Hour
32	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)	\$1,100.00	Mix
33	Soil Plate Load Test (ASTM)	QPJ	Per Scope
34	Specific Gravity	\$95.00	Sample
35	Double Ring Infiltrometer Test	\$500.00	Each
36	Relative Density Test	\$150.00	Each
37	Triaxial Compression Test (CU) (3 points)	\$600.00	Each
	Additional Points	\$350.00	Each
38	Unconfined Compression Tests	\$175.00	Each
39	Undisturbed Thin-Walled Tube Sampling	\$155.00	Each
40	Unit Weight	\$90.00	Each
<b>ASPHALTIC CONCRETE INSPECTION SERVICES</b>			
1	Asphaltic Concrete Paving Plant Inspection	\$725.00	Day
2	Asphalt Mix-Extraction and Gradation	\$175.00	Sample
3	Asphalt Mix-Bulk Specific Gravity	\$115.00	Sample
4	Asphalt Mix-Gradation	\$100.00	Sample
5	Asphalt Mix-Maximum Specific Gravity	\$160.00	Sample
6	Asphalt Mix-Temperature	\$25.00	Each
7	RAP-Asphalt Binder Content	\$125.00	Sample
8	RAP-Gradation	\$100.00	Sample
9	RAP-Maximum Specific Gravity	\$150.00	Sample
10	Coring Pavement for... Density and/or Thickness	\$90.00	Each
11	Asphalt Core Density (Core provided by others)	\$55.00	Sample
12	Gyratory Compaction for SuperPave AASH to TP4-00	QPJ	Set of 2
13	Quantitative Determination of Asphalt Content from		
	Asphalt Paving Mixtures by the ignition Method FM5-563	\$200.00	Each
<b>CONCRETE TESTING</b>			
<b>Concrete Aggregate Tests (FOB Lab)</b>			
1	Sieve Analysis...	Fine	\$85.00
		Coarse	\$145.00
2	Absorption	\$80.00	Sample
3	Specific Gravity	\$100.00	Sample
4	Unit Weight	\$70.00	Sample
5	Material Finer than No. 200 Sieve	\$55.00	Sample
6	Organic (Color Metric ASTM C-40)	\$55.00	Sample
7	Salt Content	\$105.00	Sample
8	Los Angeles Abrasion	\$450.00	Sample
9	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)	\$425.00	Sample
		\$375.00	Sample
10	Masonry Mortar strength Comparative, Sand or Water	QPJ	Sample
<b>Concrete Beams</b>			
11	Flexural Strength, Making & Testing (3 tests per set)	\$250.00	Set
<b>Concrete masonry Units or Prisms</b>			
12	Compressive Strength, ASTM C-140, 5 Specimens	\$200.00	Set
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	\$200.00	Set
14	Comp. Strength Testing of Hollow Masonry Prisms ASTM E-477	\$125.00	Prism
15	Comp. Strength Testing of Hollow Masonry Prisms with Grouted Cells ASTM E-477	\$150.00	Prism
16	Molding, Curing & Testing of 2"X2" Masonry Mortar Cubes (3)	\$120.00	Hour
17	Concrete Masonry Units. ASTM Test (5 com. + 5 Abs tets)	\$350.00	Set
<b>Concrete Coring</b>			
18	Securing Structural or Pavement Cores, Compression Tests & Thickness	QPJ	Hr/2 man
19	Coring Site Accessible-Does Not include mobilization charge, staging and/or scaffolding, 4" diameter or smaller 6" thickness or less Compressive Strength of Concrete Cores (Provided by others)	QPJ	Hr/2 man
<b>Grout Cubes</b>			
20	Making and Compression Tests of 2" Cubes from Job Site (3)	\$125.00	Hour
<b>Concrete Cylinders</b>			
21	Making & Comp. Test of 6"X12" Cylinders (Slump Test Incl.)	\$155.00	Set

22	Compression Tests of 6"X12" Cylinders	\$35.00	Each
23	Extra Slump Tests	\$18.00	Each
24	Air Content Tests	\$25.00	Each
<b>Concrete Design Mixes</b>			
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	QPJ	Each
26	Brush/Loss (for Soil-Cement basis) ASTM Durarock & Pug Mix	QPJ	Each
27	Linear Shrinkage Tests or Concrete Block (ASTM 426)	QPJ	Each
28	Concrete Ready Mix Plant or Job Inspection	QPJ	Hour
29	Pre-Fabricated Panel Tests, ASTM or FHA	QPJ	Each

**QPJ= Quote per job**

**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

## EXHIBIT C

### Board of County Commissioners

#### REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying .....	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk .....	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Computer Services Non-reimbursable
5. Travel Expenses In accordance with Chapter 112.061, F.S.;  
and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS Actual Costs
7. Pre-approved Equipment  
(includes purchase and rental of equipment used in project) Actual Costs