

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 RS&H, Inc. (the “Consultant”) a Florida corporation, located at 10748 Deerwood Park Blvd South, Suite 300, Jacksonville, FL 32256, and whose Federal Employer Identification Number is: 59-2986466.

WHEREAS, the County performs construction, operation, and maintenance services on county roadways; and,

WHEREAS, the County requires certain professional services in connection with the construction engineering and inspection services to assist bring certain projects to completion; and

WHEREAS, the County has solicited for these services via RFP 25-308, 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 25-308, to include all attachments and addenda, and (ii) the Consultant’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 25-308”) 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 and 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 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 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).

3.2.3 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.

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

4.0 Insurance

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for

the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

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

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

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

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

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

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

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

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

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

including all owned, hired, and non-owned vehicles.

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

5.0 **Standard of Care**

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

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

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

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

6.0 **Indemnification**

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

6.2 Indemnification.

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

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

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

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

7.0 **Independent Contractor**

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

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

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

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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

10.0 Compliance with Laws

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

11.0 **Subcontracting**

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

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

12.0 **Federal and State Taxes**

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

13.0 **Public Entity Crimes**

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

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
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant: RS&H, Inc.
10748 Deerwood Park Blvd South
Suite 300
Jacksonville, FL 32256

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: RS&H, Inc.
10748 Deerwood Park Blvd South
Suite 300
Jacksonville, FL 32256

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: Kimberly Parmer

Name: Brent Wilkins

Name: Bill Downey

Name: Matt Tocknell

Name: Jennifer Hamstra

Name: Wyatt Dube

Name: Kenton Wilkins

Name: Jason Kettering

Name: Zachary Rodriguez

Name: Tyler Serman

Name: Dewey Norris

Name: Scott Romanov

Name: Bryan Frasher

Name: John "Kris" Huggins

Name: Aaron Testerman

Name: Corbin Dorer

Name: Steven Owusu

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 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: _____
T.R. Wilson, Chairman
Board of County Commissioners

Date Signed by County: _____

Review as to form and legal sufficiency

Neah Miller 8/1/25
County Attorney's Office Date

ATTEST:

By: Cathy A. Scott
Assistant Corporate Secretary

Cathy G. Scott
[Print Name]

DATE: 08-06-2025

SEAL

RS&H, Inc.
a Florida corporation

By: William J. Downey

William J. Downey
[Print Name]

Vice President
[Title]

DATE: 08-06-2025

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-308, Roads & Drainage CEI Professional Services

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE



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

Detail by Entity Name

Florida Profit Corporation

RS&H, INC.

Filing Information

Document Number	L38717
FEI/EIN Number	59-2986466
Date Filed	12/28/1989
Effective Date	12/31/1989
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/05/2023
Event Effective Date	NONE

Principal Address

10748 DEERWOOD PARK BLVD. SOUTH
SUITE 300
JACKSONVILLE, FL 32256

Changed: 02/14/2003

Mailing Address

10748 DEERWOOD PARK BLVD. SOUTH
ATTN: CATHY SCOTT
SUITE 300
JACKSONVILLE, FL 32256

Changed: 01/28/2019

Registered Agent Name & Address

NRAI Services, Inc.
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 01/28/2019

Address Changed: 01/28/2019

Officer/Director Detail

Name & Address

Title President, CEO, Director

SWEENEY, DAVID T.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title EVP, CFO, Treasurer, Director

DAVIS, AMY N.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title EVP, CLO, Secretary

STARR, MARLON F.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title EVP, COO, Director

ROBERT, LISA M.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title VP

Sill, Ronald R.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title SVP

CRAWFORD, RAYMOND S.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title SVP

WALZ, JOHN F.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title Asst. Secretary

SCOTT, CATHY G.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Title EVP

Wheeler, Andrew P.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FL 32256

Annual Reports

Report Year	Filed Date
2024	02/14/2024
2024	12/17/2024
2025	03/17/2025

Document Images

03/17/2025 -- ANNUAL REPORT	View image in PDF format
12/17/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2024 -- ANNUAL REPORT	View image in PDF format
09/05/2023 -- Amendment	View image in PDF format
08/16/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/24/2023 -- ANNUAL REPORT	View image in PDF format
02/02/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/09/2020 -- ANNUAL REPORT	View image in PDF format
01/28/2019 -- ANNUAL REPORT	View image in PDF format
02/13/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
01/31/2014 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- Name Change	View image in PDF format
12/17/2013 -- Merger	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
02/02/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
07/23/2007 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/22/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
02/14/2003 -- ANNUAL REPORT	View image in PDF format
05/16/2002 -- ANNUAL REPORT	View image in PDF format
05/10/2001 -- ANNUAL REPORT	View image in PDF format
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RFP NOTICE

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

RFP Number and Title: 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

Description: Provide CEI services to assist bringing to completion projects in the County's Roads & Drainage work program and support the construction, operation, and maintenance of the County's roadway network.

Receiving Period: Prior to 2:00 p.m., Wednesday, April 9, 2025

Bid Opening: Wednesday, April 9, 2025, at 2:00 p.m. or as soon as possible thereafter.

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

Questions regarding this RFP must be in writing and must be sent to Ken Brush Contract Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, March 31, 2025, 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: 25-308

RFP Title: Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

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

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	25-308
RFP Title	Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services
Due Date/Time:	April 9, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

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

"RFP 25-308 Tab 1"

"RFP 25-308 Tab 2"

"RFP 25-308 Tab 3"

"RFP 25-308 Tab 4"

"RFP 25-308 Tab 5"

"RFP 25-308 Tab 6"

"RFP 25-308 Tab 7"

"RFP 25-308 Tab 8"

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

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-308
Roads & Drainage Professional Engineering Services for Construction
Engineering and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, April 9, 2025, prior to 2:00 p.m.**

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

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

<http://www.polk-county.net/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 Ken Brush via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by March 31, 2025, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional CEI Services for Roads and Drainage, 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 one (1) or more 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.

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.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The County requires the support of professional consultants for CEI (construction management and inspection) services to assist bringing to completion projects in the County's Roads & Drainage work program and support the construction, operation, and maintenance of the County's roadway network.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to utility coordination, railroad crossing coordination during construction, review of value engineering submittals, construction materials testing, construction management, construction inspection, hazardous material assessments that are discovered during construction, initial

evaluations of drainage or flooding problems that occur during construction, coordination with permitting agencies such as FDOT and SWFWMD.

Anticipated projects for the BoCC include roadway construction, reconstruction, maintenance, repair, or replacement related to roadways, drainage (regional or roadway), stormwater management, railroad crossings, environmental mitigation, bridge repairs and replacements, new sidewalks, intersection improvements including roundabouts, turn lanes, street lighting.

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

1. Provide constructability reviews for projects proposed by developers, other agencies, and County projects. This may include attending meetings and/or acting as a committee member.
2. Provide construction support including, but not limited to: bid review and analysis, responses to bid questions (construction related), attend pre-bid meetings, schedule and run pre-construction meetings, construction management, construction inspection, schedule and run construction progress meetings, perform reviews of as-built surveys, final certifications, review pay requests, and assist with project close outs.
3. Provide CEI (construction management and inspection) services including hybrid projects where Consultant and County will jointly staff.
4. Provide Resident Compliance Specialist for LAP (Local Agency Program) projects.
5. Provide engineering staff and inspection staff on loan to the County as needed to supplement the in-house staff in the cases of employee turnover or higher than normal workloads.
6. Perform construction materials testing to ensure adherence of contractor's work to project specifications.
7. Function as primary point of contact for the County on projects that have an FDOT access permit or construction agreement.

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

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

The Consultant's home or branch offices may support this contract.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this 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) Provide a short narrative project approach outlining how you propose to staff each type of project that is assigned to your firm. For example, drainage improvements, new sidewalk construction, intersection improvements, signalization projects including drilled shafts and mast arms, street lighting.
- b) Please describe your firm's experience and capabilities in dealing with customer complaints which may include adjacent property owners and the traveling public. Please include at least one example of a complaint received and how your firm worked to resolve the issue.
- c) Briefly describe firm's experience in coordinating and facilitating utility relocations on the types of projects that are described in the Scope of Services.
- d) Briefly describe firm's experience in coordinating with the FDOT Permitting Office on projects where there is an access permit or a construction agreement in place.

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the CEI services for road infrastructure projects where the construction costs are under \$7.0 million. (Limit response to one (1) page per project)
 - For each project please provide:
 - a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project representative name, address, phone number, and email address
 - d) Start date, date project was completed or is anticipated to be completed; compare to the original date.
 - e) The nature of the firm's responsibility on the project;
 - f) Identify the key staff and their role in each project;
 - g) Identify working relationship of consultants or joint venture on project, if applicable;
 - h) Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i) List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person

- b) Name, title and project assignment
- c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify any sub-consultants to be used, if any. For each sub consultant identified please provide:
 - Name of sub-consultant.
 - Address
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services

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

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

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

Tab 7 – Staff Availability for Work Assignments (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the ability of the firm to provide staff for project assignments as needed. (Limit response to two (1) 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 8-12.

- 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 for Claims Minimization (Tab 6) - 5 points
 - Staff Availability for Work Assignments (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).

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

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

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

LIMITATIONS

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

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (CEI Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

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

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

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

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

Preparing the Surveys

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

Survey Questionnaire – Polk County

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

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 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Construction Engineering and Inspection (CEI) Professional Services

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

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

March 20, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

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

Contained within this addendum: questions and answers

All references in the bid documents to Michael Guerrero and email michaelguerrero@polk-county.net are hereby replaced by Ken Brush and email kenbrush@polk-county.net.

Ken Brush

Procurement Contracts Manager

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 25-308, Roads & Drainage Construction Engineering and Inspection
(CEI) Professional Services
Addendum #1(Continued)**

Question 1: Can project examples required in Tab 3 include project experience of key staff prior to joining the submitting firm?

Answer 1: No. The projects to be identified are to be projects that have been performed by the Proposer submitting a Proposal.

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

Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the CEI services for road infrastructure projects where the construction costs are under \$7.0 million. (Limit response to one (1) page per project)

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

- Their locations that can be utilized to expedite a deliverable if required.
- A brief description of their experience outlining their qualifications to perform the intended services
- A brief resume for each key personnel that will be assigned to perform the intended services

Question 2: Can project examples required in Tab 3 include project experience from subconsultants?

Answer 2: No, please see answer to question number 1 above.

Question 3: RFP 25-308, Roads/Drainage CEI and wish to clarify the County's instructions for Tab 7 – Staff Availability for Work Assignments (RFP Pg 12) which states "Limit response to two (1) pages maximum." Since pages is plural it appears the intent is for two pages, but there is a conflict so should the number 1 be the number 2, as in (2) pages maximum?

Answer 3: That is correct. The statement on page 12, Tab 7, should read as follows:

Tab 7 – Staff Availability for Work Assignments (5 Points)

- **Describe the firms' current and future projected workload. Describe specifically the ability of the firm to provide staff for project assignments as needed. (Limit response to two (2) pages maximum)**

April 1, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

**RFP 25-308, Roads & Drainage Construction Engineering and Inspection
(CEI) Professional Services**

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: Tab 3 Experience, Expertise, Personnel and Technical Resources has been revised and replaced.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 25-308, Roads & Drainage Construction Engineering and Inspection
(CEI) Professional Services
Addendum #2(Continued)**

Clarification

RFP 25-308, Tab 3 on page 9 has been revised and replaced with the following:

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the CEI services for road infrastructure projects where the construction costs are under \$7.0 million. (Limit response to one (1) page per project)
 - For each project please provide:
 - a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project representative name, address, phone number, and email address
 - d) Start date, date project was completed or is anticipated to be completed; compare to the original date.
 - e) The nature of the firm's responsibility on the project;
 - f) Identify the key staff and their role in each project;
 - g) Identify working relationship of consultants or joint venture on project, if applicable;
 - h) Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i) List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) ~~Name, title and project assignment~~ Number of years with the firm
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify any sub-consultants to be used, if any. For each sub consultant identified please provide:
 - Name of sub-consultant.
 - Address
 - Their locations that can be utilized to expedite a deliverable if required.

- A brief description of their experience outlining their qualifications to perform the intended services
- A brief resume for each key personnel that will be assigned to perform the intended services



a. Name, company name, address, telephone number, and email address.

RS&H, Inc.

6850 New Tampa Highway
Suite 200/300
Lakeland, FL 34638
863-860-5881
brent.wilkins@rsandh.com

b) State the number of years in business, as the same company/firm.

84 Years

c) State the number of full-time employees.

1,743

d) Provide documentation showing proper incorporation by the Secretary of State.

See requested licenses on the following pages.

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

See requested licenses on the following pages.

Tab 1 - Executive Summary

RS&H provides fully integrated architecture, engineering, and consulting services to help clients realize their most complex facility and infrastructure projects for land, air, and space. We are consistently ranked among the nation's top 100 design firms and have worked in over 50 countries across the globe. Celebrating 84 years as an employee-owned firm, RS&H continues to deliver exceptional services and innovative solutions to our clients.


As the largest Florida based employee-owned AEC firm, our people are our greatest asset. RS&H has more than 1,700 professional employees located throughout our 77 offices. RS&H's organizational makeup includes five service groups that include Construction Management, Transportation-Infrastructure, Aerospace and Defense, Aviation, and our Architectural and Buildings Group. This enables us to offer full service under all scopes and gives RS&H the ability to solve problems for public and private clients. RS&H offers a full range of planning, design, environmental, program management, and construction management services for all modes of transportation, including highways, transit, ports, rail, trails, and aviation facilities.

Our integrated teams will work closely with the County to address challenges, overcome funding constraints, and deliver successful outcomes at each stage of the project's lifecycle. Whether working independently as partners or as a direct extension of your staff, we focus on providing responsive, quality, and sustainable solutions that are delivered on time and within budget.



d. Secretary of State Documentation

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Florida

dbpr

Department of Business & Professional Regulation

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:54:46 AM 1/2/2025

Licensee Information

Name:RS&H, INC. (Primary Name)

Main Address:10748 DEERWOOD PARK BLVD. SO. JACKSONVILLE Florida 32256

County:DUVAL

License Location:10748 DEERWOOD PARK BLVD SOUTH JACKSONVILLE FL 32256

County:DUVAL

License Information

License Type:Engineering Business Registry

Rank:Registry

License Number:5620

Status:Current

Licensure Date:03/23/1990

Expires:

Special Qualifications

Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

e. Firm's Applicable Certification(s) from the State of Florida

State of Florida

Department of State

I certify from the records of this office that RS&H, INC. is a corporation organized under the laws of the State of Florida, filed on December 28, 1989, effective December 31, 1989.


The document number of this corporation is L38717.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 14, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of February, 2024





Secretary of State

Tracking Number: 3681332649CC

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

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

RS&H

Polk County | RFP No. 25-308 | Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

Proposers Incorporation Information

(Submittal Page)

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

Company Name: RS&H, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 59-2986466

Address: 6850 New Tampa Highway

City: Lakeland

State: FL

Zip Code: 34638

County: Polk County

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

Contact Person: William Downey, PE, LEED AP

Phone Number: 386-527-5281

Cell Phone Number: 386-527-5281

Email Address: Bill.Downey@rsandh.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Construction Engineering and Inspection (CEI) Professional Services

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


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

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


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

Executed this 19 day of March, 2025.

ATTEST:

By: 
PRINTED NAME: Bailey Jennings
Its: Marketing Coordinator

CONTRACTOR:

By: 
PRINTED NAME: William Downey, PE, LEED AP
Its: Vice President, Florida CEI Leader

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

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

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

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

Company Name: RS&H, Inc.

Signature: 

Title: Vice President

Date: March 19, 2025

State of: Georgia

County of: Laurens

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 19th day of March, 2025, by William Downey (name) as Vice President (title of officer) of RS&H, Inc. (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: Tonya Lake

Notary Commission Number and Expiration: 6/14/27

(AFFIX NOTARY SEAL)



March 20, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

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

Contained within this addendum: questions and answers

All references in the bid documents to Michael Guerrero and email michaelguerrero@polk-county.net are hereby replaced by Ken Brush and email kenbrush@polk-county.net.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: 

Printed Name: William Downey, PE, LEED AP

Title: Vice President

Company: RS&H, Inc.

April 1, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

**RFP 25-308, Roads & Drainage Construction Engineering and Inspection
(CEI) Professional Services**


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: Tab 3 Experience, Expertise, Personnel and Technical Resources has been revised and replaced.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: 

Printed Name: William Downey, PE, LEED AP

Title: Vice President

Company: RS&H, Inc.

Tab 2 - Approach to the Project

Project Overview: RS&H's has almost 45 years of CEI experience and has recently similar project experience managing CEI professional services contracts locally. This experience provides the Polk County Roads and Drainage division, as well as the residents of Polk County, with the necessary experience to minimize project delivery risks and deliver successful construction projects. These projects are an important investment in improving the mobility and quality of service to the County's customers and we look forward to the opportunity of exceeding expectations for the successful delivery of the County's work program.

Proposed Staffing: All proposed key staff were selected for their technical expertise, availability, and residence in the County, as well as their history of working together on similar Central Florida GEC contracts for which they have completed safely, ahead of schedule and within budget. Our team's previous experience has been heavily focused on roadway and bridge projects primarily in the Central Florida area with a reputation for delivering quality products. The team was specifically chosen for their previous project experience, which is comparable to the scope of this project and for being a solution-oriented, problem solving, and innovative team while delivering projects on time and within budget.

Key management team members include Brent Wilkins, PE, DBIA, as Senior Project Engineer, Matt Tocknell as Project Administrator (PA), Kenton Wilkins as Assistant Project Administrator (APA), Wyatt Dube and Jennifer Hamstra as Contract Support Specialists (CSSs). Key members of the proposed inspection staff include Senior Inspectors Dewey Norris, Jason Kettering, Zach Rodriguez, Tyler Serman and Scott Romanov, who are all Polk County residents and have worked majority of their careers on roadway construction projects within the region. The entire team has recent GEC experience working with FDOT Bartow Operations, where RS&H has been the prime consultant on 3 consecutive Continuing Services Contracts. This longevity is a testament to the team's dedication to successfully delivery our client's

growing work program. We have partnered with Patel Greene & Associates, DRMP, Ardaman & Associates, Roberts Consulting Services, AECOM, Florida Transportation Engineering, and Quest Corporation of America to provide additional inspection staff, survey services, resident compliance and lab testing, as outlined in the scope. All proposed RS&H associates and subconsultants are of the highest caliber, are fully committed to this project, and will be 100% available, as needed. Many of our team members have worked on projects along the same corridor. This experience gives this team familiarity with traffic conditions and potentially impacted properties due to the project scope.

Approach to the Project: RS&H will serve as an extension of Polk County by effectively administering, monitoring, and inspecting the project per the Contract Documents. Our team understands the effort required to deliver a quality project and will work closely with the Contractor to minimize rework and eliminate prolonged disruptions to the project schedule. We have been performing in this role for almost four decades and have a proven reputation for making sound decisions and resolving issues at the project level while acting in the best interest of the County. During construction, our team can organize, lead, and document pre-activity meetings, perform utility coordination, and address concerns identified in our constructability reviews. We will monitor relocations, demolition, and clearing to ensure adherence to right-of-way boundaries and develop a contact list of all business owners and residents within project limits to protect them from unnecessary impacts. We will communicate planned work activities through all phases of construction starting with the pre-construction meeting. Our team identifies and reports construction and material deficiencies to the County while guiding the Contractor to correct these deficiencies. We are well-versed in constructability reviews, interpreting contract documents and schedule reviews, writing SA's/WO's, and compiling monthly and final estimates. Our team has extensive experience with the County's Specifications, FDOT Specification, CPAM, constructing as-built plans, material sample management, digital signatures, and Bluebeam.

Tab 2 - Approach to the Project

When determining the proposed staffing for specific projects, our team will perform an in-depth review of the project scope, schedule and unique challenges. This information allows our management team to propose the most qualified inspection staff available based on similar project experience, location and expertise in handling similar project challenges. We have taken this approach on our 3 continuing services contracts with FDOT Bartow Operations. We work closely with project staff to evaluate staff experience to propose the best candidate possible. While majority of our staff are well rounded and cross trained in all work areas, such as drainage improvements, sidewalk construction, intersection improvements, signalization, geotechnical construction and lighting, we look to propose the best candidate to fit the scope. For example, if the project scope is a signalization project at an intersection, we will ensure proposed staff are well versed in signalization installation and carry the required IMSA certifications. Additionally, if the project requires the installation of new poles, we will ensure the staff are trained and certified on drilled shafts. Based on the experience of our proposed key staff, our Senior Inspectors have experience to cover all components of the projects scope, allowing for continuity during construction.

Shop Drawing and Submittal Reviews: The Contractor will prepare a schedule of submittals that identifies the work for which shop drawings apply. RS&H will identify the shop drawings that require long lead times and track them in our established shop drawing log accordingly to prevent any delays to the project. Examples of items requiring shop drawings include drainage structures, signal devices and signs. RS&H's team will communicate the importance of receiving the required shop drawings from the Contractor in a timely manner to allow for adequate review time and potential revisions. Shop drawings are also a topic of discussion in the weekly progress meetings, and we find it essential to track review times and the party responsible for the next action to be taken on outstanding items and issues. We will have regular calls with the PM and shop drawing reviewer to eliminate the

potential for shop drawing approval being late causing project delays. Our proven success methodology has been consistent coordination.

Schedule Reviews: The schedule is one of the most valuable tools the County has to evaluate a project. RS&H will utilize the schedule to ensure contract milestones are met and potential construction delays are avoided. Matt will serve as the lead CPM schedule reviewer, working diligently with Brent during the initial schedule submittal as well as the monthly updates to verify the sequence of work is realistic with ample detail. Both Brent and Matt are area liaisons for RS&H's Project Controls Group. Our team uses P6 and Deltek Acumen Fuse to assist in the review of the schedules to evaluate the schedule in multiple ways providing key areas for our reviewers to focus. Any concerns will be brought to the immediate attention of the Contractor for resolution while keeping the County up to date on all critical items.

Innovation & Technology: RS&H strives to be at the forefront of industry innovation and technology. To meet these goals, we have invested the time and resources in licensing select associates as FAA drone pilots. These photos and videos not only assist in documenting work progress but allow our inspection staff to get a bird's eye view of areas of the project that may be hard to access. We have a drone readily available that will be used on this contract. In addition to photography, the drone also provides high quality video footage and photo documentation which is not generally provided by aerial photographers without additional costs. An additional use for RS&H's drone technology will be in the tracking of unsuitable soils or muck. We will utilize the drone to take 3-D elevations and quantification of muck removal for better tracking, as needed.

Our team is well trained in survey practices and will utilize this knowledge on this contract. We own and deploy numerous GPS Rovers and survey equipment throughout the state. Although it is not required, the Rover will be used for the inspection of graded surfaces to verify ground elevation points. This data will

Tab 2 - Approach to the Project

be compared to the corresponding points from the 3D model design surface, giving us the ability to provide real-time feedback on whether the construction tolerances are being met. This will be extremely beneficial during the placement of the widening, drainage structures, pond site and optional base group operations. This information will be in the hands of our field staff while on site and will reduce the likelihood of field errors, assist in tracking progress and quantities, and serve as a visual tool to evaluate any concerns of water being properly evacuated from the travel lanes. Our experienced, cross-trained staff and the use of the latest technology give us the ability to be efficient while providing excellent results.

Public Outreach: A key aspect to the successful execution of this contract will include keeping the public informed of project milestones and schedules, minimizing impacts on local businesses and residents, ensuring the safety of pedestrians within the corridor, and keeping open the lines of communication with all stakeholders, including but not limited to, utility companies, adjacent projects, the County, and the Contractor. We plan to take a proactive approach to public interaction. Our team will establish open lines of communication with all residents and business owners that will be affected by assigned construction projects. This proactive approach will allow the team to notify affected customers of upcoming impacts and limit complaints to the County's PIO representatives. At our weekly progress meetings, we discuss public information items and how to resolve those issues. Matt is intimately familiar with the PIO process from his time operating as the PA on multiple FDOT projects in Polk County. In the event that our team does receive a public complaint, we will immediately address the concern with the residents. Our approach is to immediately contact the complainant to get a complete understanding of the issue. We will work closely with the County to provide the complainant with the most up to date information regarding resolving the issue in a timely manner. We utilize this approach on our project throughout the state. On the I-4

project with FDOT, we received a complaint from a local business regarding unfinished milling and resurfacing and built-up sediment in front of their store front. Our team quickly reached out and met with the business owner in person to identify the key issues. Our team then worked closely with the Contractor to address the sediment concerns. Furthermore, we communicated weekly with the business owner on the project schedule until the scope of work in front of the business was completed. We have found that timely communication is the cornerstone to resolving citizen complaints.

Utilities: RS&H has significant experience in utilities installation and is prepared to fully inspect any proposed utility work on this contract. RS&H field staff are well trained in the installation and required inspection of all proposed utilities. Our staff has experience with the installation of nearly 4 miles of water, sanitary sewer and reclaimed water utilities on our N Sunlake Blvd project. Field staff have performed pipe install inspection, grade control checks/as-built data checks, density testing on embankment backfill, correct density logbooks for drainage, County commercial sheets for water/sanitary sewer backfill, and pressure and chlorination tests for FDEP clearance.

Our staff are proficient in coordinating utility construction and resolving potential conflicts between proposed utility installations and unforeseen conditions. As an example, Brent has considerable experience working with Utility Agency Owners and the steps required to protect existing utilities during excavation activities. On his SR60 project with FDOT D1, Brent worked closely with Florida Public Utilities (FPU) to protect a high-pressured gas main that was in conflict with storm sewer and guardrail improvement operations. He maintained constant contact with FPU representatives to inform them of constant schedule updates and scheduled FPU field personnel to be on site to monitor operations that crossed their main. This resulted in no impacts to the project schedule or utility service. His current I-4 team has extensive experience in coordinating the relocation of multiple utilities that were discovered to be in conflict with proposed widening, drainage

Tab 2 - Approach to the Project

utilities proposed drilled shaft locations. Brent coordinated with FDOT, the Engineer's of Record and the Utility Agency Owners to formulate plan revisions to relocate the utilities out of conflict. This approach drastically reduced delay time on the project.

FDOT Permitting: Our team has performed inspection services on a multitude of permit projects around the County. Wyatt was the Senior Inspector on our Prose Winter Haven project. This project was a permit contract adding access lanes into a newly constructed residential complex off of Cypress Gardens Blvd. Our team was responsible for inspection and compliance of all scopes of work required by the permit. Additionally, our team is familiar with the process of constructing projects where permit work is being constructed within project limits. We coordinate with the permitting agency, permit applicant, Contractors and all stakeholders to ensure compliance is met without delaying the project schedule.

MOT: Our first and foremost objective on any project is safety. It is imperative that TTC plans for all phases of work be reviewed and properly implemented each shift as construction activities will likely take place in high-volume corridors.

Another focus regarding safety will be Detour Management. Our similar experience working on projects with densely travelled work zones has taught us that improper detour management can result in hazards such as motorists slowing down, stopping, or making illegal turns, creating a dangerous situation for everyone. Our team is accustomed to monitoring detours for their full life cycle as our current projects have many detours, some that are several miles long and in very congested highly travelled roadways. On our current I-4 project for FDOT, we have implemented 14 detours to complete the construction of all the ramps within the project limits. We managed the implementation and advanced notification of all detours within the corridor. This includes verifying that message boards are operational fourteen days in advance of the work and displaying the correct approved messages. This also includes driving the detours before and after each use to ensure

signs are properly covered/uncovered in a timely manner to eliminate confusion for motorists.

We take the opportunity at weekly progress meetings to share and discuss a worksite safety topic with our staff and the Contractor's staff. On our N Sunlake Blvd project, we created a shared safety culture with the contractor. With the approval of the contractor, we encourage our field staff to attend the daily safety talks that take place on site before each shift. Safety is everyone's responsibility, and our team goes above and beyond to do our part in returning every team member home safely.

Estimates: RS&H successfully utilizes a team approach when preparing monthly and final estimates, and understands the final estimate begins before the Contractor mobilizes. Wyatt Dube, CSS, and our PA, Matt Tocknell, will hold final estimate training sessions with our field staff prior to the start of construction and will then continue training throughout the life of the project to ensure proper documentation. One of Wyatt's primary responsibilities includes the tracking, logging, and documenting of all installed and accepted quantities. Our standard operating procedure includes having the inspection staff document and submit installed and accepted quantities on their daily reports to the County, who will compile the information for use in the monthly and final estimates. Brent, Matt and Wyatt will thoroughly review quantities and monthly estimate documents prior to the submittal deadline to ensure timely and error free estimates. RS&H has developed a project-specific Quality Assurance and Final Estimate certification program to verify our compliance with policies and procedures on every project we do. This program will allow us to exceed the expectations of the County. Our team utilizes the most up to date County Specifications, FDOT QA/QC guide lists, CPAM, FDOT Specifications, and FDOT Standard Plans to develop a complete list of actions needed for our teams to perform at the highest level.

Tab 3 - Experience, Expertise, Personnel and Technical Resources

Construction Cost: \$7M

Project Representative:

Brian Mowry

22211 US HWY 19 N, Bldg 16

Clearwater, FL 33765

727-742-4085

bmowry@pinellas.gov

Completion Date: 12/23 - Ongoing

Key Staff: Brent Wilkins, PE, DBIA, Kenton Wilkins, Jason Kettering, Wyatt Dube, Steven Owusu, Aaron Testerman, Corbin Dorer

Working Relationship: N/A

Original/Final Budget: \$7M/Ongoing

Advanced Metering Infrastructure (AMI) Water and Reclaimed Water Meter Replacement, Pinellas County, FL

This project consist of installing new digital meters, known as Advanced Metering Infrastructure, across Pinellas County service area to provide for more precise and up-to-date water readings, which will give every customer the tools they need to save money and water by controlling their water usage and identifying leaks earlier. Upgrades for both commercial and residential drinking and reclaimed water meters.

Pinellas County has made drastic investments into improving their aging infrastructure. This project was a key improvement to the County's commitment to efficiently use tax payers dollars to improve infrastructure shortfalls. RS&H has partnered with the County in delivering on these commitments and has been a catalyst in driving the work program.

Construction Cost: \$3.5M

Project Representative:

Gary Gray, CPM

22211 US HWY 19 N, Bldg 16

Clearwater, FL 33765

727-464-8883

ggray@pinellas.gov

Completion Date: 12/25 - Ongoing

Key Staff: Bill Downey, PE, LEED AP, Steven Owusu

Working Relationship: N/A

Original/Final Budget: \$3.5M/Ongoing

Time Extensions: Ongoing

Danville Community Park, Pinellas County, FL

The project is located in the Greater Ridgecrest Area and is approximately 12 acres in size. The objective is to create a new park around the Danville retention pond (Mill Pond). The park will include a multi-use path, sidewalk, benches, picnic shelter, restrooms, parking lot, and open green space.

Pinellas County has always strives to provide safe recreational space for their surrounding communities. The Danville Community Park project was an opportunity for the County to utilize undeveloped County owned right-of-way and provide an improved recreational space for local residents and tourists.

Tab 3 - Experience, Expertise, Personnel and Technical Resources

Construction Cost: \$1.2M

Project Representative:

Kirby Radford
801 North Broadway, Suite 310
Bartow, FL 33831
863-519-4107
kirby.radford@dot.fl.us

Completion Date: 02/23 - 08/23

Key Staff: Brent Wilkins, PE, DBIA, Matt Tocknell, Kenton Wilkins, Tyler Serman, Dewey Norris, Aaron Testerman

Working Relationship: N/A

Original/Final Budget: \$1.1M/\$1.2M

CR 655 (Rifle Range) Street Lighting from 12th St. East to Dolly Ben Court, Polk County, FL

The project includes the construction of 66 new standard light poles, 40' mounting height, with three of them having a special foundation and one (1) utility conflict light pole, 30' mounting height, with standard foundation. The proposed light poles will be serviced by two new lighting load centers. Load center A is located at Sta. 129+41.40, 47.7 LT, just North of 15th Street W. and load center B is located at Sta. 187+24.9, 46.5' LT, approximately 670' North of 1st Street E. Additionally, three existing luminaires mounted to TECO power poles are proposed to be replaced with TECO-approved fixtures to supplement intersection lighting. The project stretches approximately 2.2 miles from 12th St East to Dolly Ben Ct on the West side of CR 655 (Rifle Range). Existing utilities will be relocated and/or modified as needed. This project will meet FDOT Standards.

Construction Cost: \$3.5M

Project Representative:

Kirby Radford
801 North Broadway, Suite 310
Bartow, FL 33831
863-519-4107
kirby.radford@dot.fl.us

Completion Date: 02/24 - 12/24

Key Staff: Brent Wilkins, PE, DBIA, Matt Tocknell, Kenton Wilkins, Jason Kettering

Working Relationship: N/A

Original/Final Budget: \$3.1M/\$3.5M

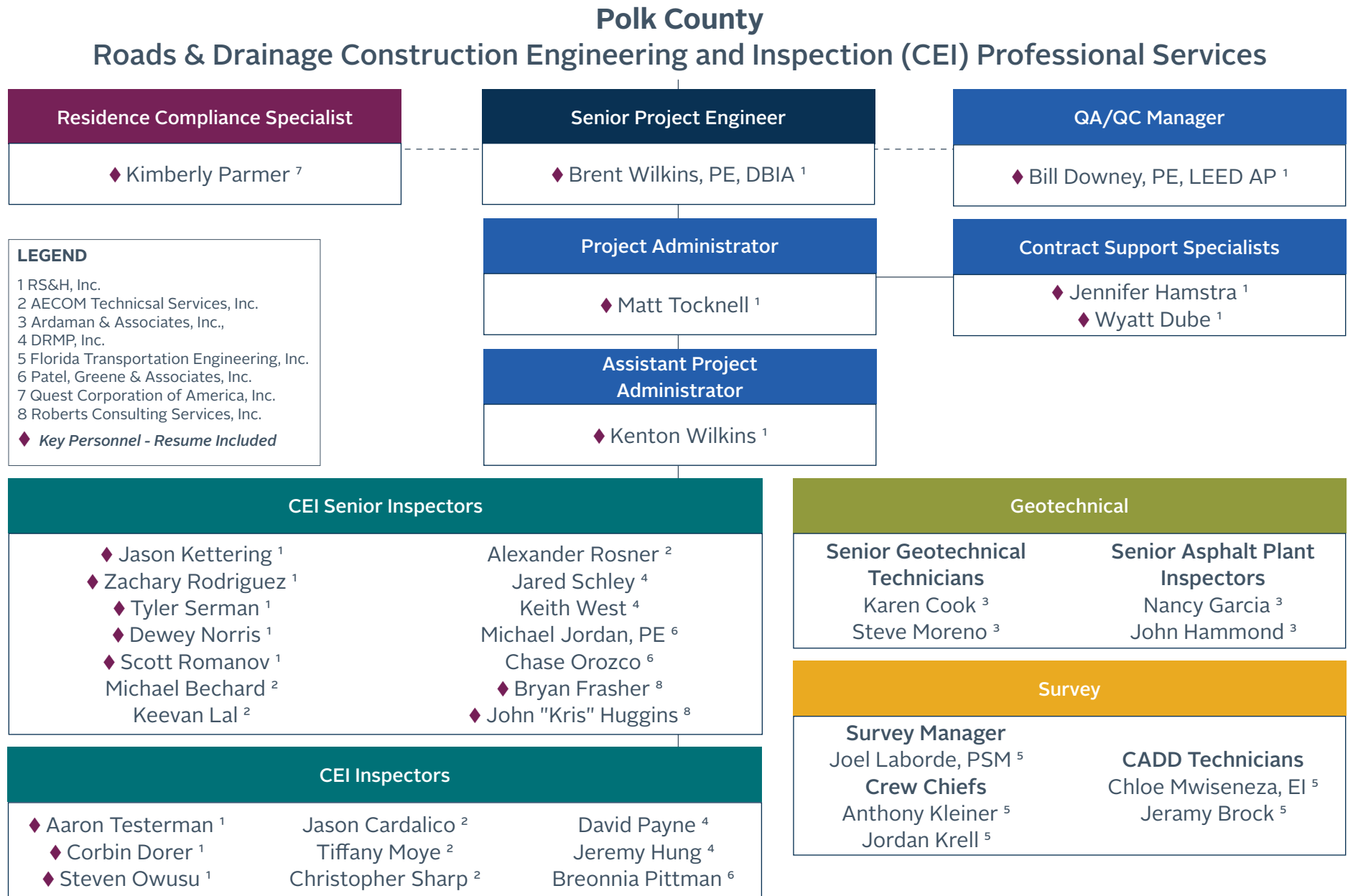
Time Extensions: N/A

Wabash Avenue Multi-Use Trail, Polk County, FL

This project included the construction of a 10-foot wide multi-use path on the east side of Wabash Avenue from Ariana Street to Jesse Keen Elementary School (Approximately half a mile), and construction of a 5-foot sidewalk from Jesse Keen Elementary School to Hickory Street (approximately 0.25 mile). The project also included the construction of a pedestrian crossover island at Jesse Keen Elementary School and widening of the roadway to three lanes between Highland Street and Wayman Street to provide a left turn lane into the Jesse Keen Elementary School parking lot. Drainage structures, concrete flumes and/or pipes were installed to maintain existing drainage. Modifications to existing end treatments will be performed, as needed, to accommodate maintenance of existing drainage to ensure no adverse impacts occur. Where needed, retaining wall and handrail were installed. Existing utilities were relocated or adjusted as needed.

Tab 3 - Experience, Expertise, Personnel and Technical Resources

Organizational Chart



Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Associate Vice President, Senior Project Engineer

Number of Years with the Firm:

6

Education:

Bachelor of Science, Civil Engineering, University of South Florida

Registration:

Professional Engineer: FL (86551)

Certifications:

TIN: W42592288
Advanced WZTC/MOT
Asphalt Paving – Levels I & II
Critical Structures
Earthwork – Levels I & II
Final Estimates – Levels I & II
ITS Closed-Captioned Television
ITS Microwave Vehicle Detection System
ITS Road Weather Information System
QC Manager
Stormwater Management
HAZMAT
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

Brent Wilkins, PE, DBIA

SENIOR PROJECT ENGINEER

Brent is an accomplished professional engineer with more than 15 years of experience in the construction management industry. Brent has built a career defined by his exceptional leadership and technical expertise, particularly in managing complex infrastructure projects from start to finish. Brent leads multiple project teams, applying his extensive experience in project planning, cost control, and quality assurance. He manages high-profile projects, including roadway, bridge, rehabilitation, drainage, concrete, and asphalt paving. His ability to balance technical knowledge with project management skills ensures the seamless execution of projects, meeting strict adherence to plans and specifications. Brent's forward-thinking approach prioritizes budget management, time tracking, and the efficient handling of administrative processes, all while maintaining high standards of quality.

I-4/SR 400 from East of McIntosh Road to East of County Line Road, FDOT District Seven, FL -

Senior Project Engineer. The improvements under this contract consist of construction of milling and resurfacing I-4/SR 400 from East of McIntosh Road to East of County Line Road. This includes existing mainline travel lanes, ramps, collector distributor (CD) and frontage roads throughout the project limits. Traffic monitoring sites, upgrading/replacing guardrail, installing new signing and roadway pavement marking along with minor sidewalk improvements adjacent to frontage roads and drainage work are also included. Construction Cost: \$37M

N Sunlake Boulevard Phase 1, Segments 1, 2, and 3 projects, Pasco County, FL - Senior Project

Engineer. The project was in a corridor east of the Suncoast Parkway, west of US 41, and south of SR 52. The project consisted of construction of approximately 4.3 miles of N. Sunlake Boulevard, including nine bridges that span environmentally sensitive areas, as well as a roundabout just south of the connection with SR 52. Components of construction included roadway elements such as mass grading, clearing and grubbing, erosion and sedimentation control, drainage, embankment, excavation, stabilization, base, asphalt paving, signing and pavement marking. Bridge construction included over 2,200 LF of bridges constructed using concrete pile foundations with bent caps, Florida I-Beams, and concrete deck surface. Other construction components included traffic monitoring sites, lighting, landscaping, and utilities. Construction Cost: \$70M

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District

One, FL - Consultant Engineer. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Brent is responsible for scheduling inspection staff based on availability and project needs. Construction Cost: Varies

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Project Administrator

Number of Years with the Firm:

1

Certifications:

TIN: T25454777

Advanced WZTC/MOT

Asphalt Paving – Levels I &

II Concrete Field – Level I

Concrete Field Specification

Drilled Shaft

Earthwork – Levels I & II

Final Estimates – Levels I & II Pile

Driving

QC Manager

Stormwater Management

ACI Concrete – Level I

NRC Nuclear Gauge Safety OSHA

Construction Safety & Health

Matt Tocknell

PROJECT ADMINISTRATOR

Matt brings 28 years of expertise in inspecting roadway and bridge construction projects. He has contributed to preparing monthly progress and final estimate submissions, led field crews, and supported Project Administrators and Contract Support Specialists in all aspects of Project Management and Contract Administration. Matt's hands-on experience encompasses various inspections such as drill shafts, auger cast piles, steel and H-pile bridge piles, asphalt, and concrete, as well as stormwater pipe installations. Additionally, he is proficient in FDOT programs like MAC, PrC, and EDMS.

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Project Administrator.

The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- TWO O4 SR 17 at Hillcrest Avenue Drainage Improvements in Polk County. Construction Cost: \$2.1M
- TWO O2 SR 600 (US 17) from Buff Avenue to South Blvd in Polk County. Construction Cost: \$3.9

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Project Administrator.

The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

I-4 CSX Bridge Project, FDOT District One, FL - Senior Inspector.

This contract entailed significant enhancements, including the construction of two new CSX Railroad bridges spanning I-4. Roadway improvements encompassed milling and resurfacing, installation of pavement markings, guardrails, and miscellaneous drainage adjustments along the stretch between Bella Vista Street and Kathleen in Polk County. Matt was responsible for the daily inspection of Contractor operations for the I-4 at CSX bridge project. He oversaw pile driving, conducting sampling and testing, and delivering reports to the MAC. Additionally, Matt was accountable for maintaining detailed daily records of Contractor activities. Construction Cost: \$26.1M

SR 37 (S Florida) Project, FDOT District One, FL - Senior Inspector. The enhancements covered by this contract involved milling and resurfacing, installation of curb and gutter, traffic separators, sidewalks, signage, pavement markings, and signalization along SR 37, spanning 1.253 miles from Ariana Street to Lime Street in Polk County, Florida. Matt served as a mobile inspector, tasked with monitoring traffic management operations, concrete flatwork, milling and resurfacing activities, as well as overseeing sign installations. Construction Cost: \$943K

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Assistant Project Administrator

Number of Years with the Firm:

6

Certifications:

TIN: W42551292

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Concrete Field – Level I

Concrete Field Specification

Drilled Shaft

Earthwork – Levels I & II

Final Estimates – Levels I & II

ITS Closed-Captioned Television

ITS Dynamic Message Signs

ITS Managed Field Ethernet

Switch ITS Microwave Vehicle

Detection System ITS Road

Weather Information System

Stormwater Management

ACI Concrete - Level I

Certified Boom Truck Operator

Class A Commercial Driver's

License

FAA Commercial Drone Pilot -

(14 CFR Part 107 FAA Certified

HAZMAT

IMSA Traffic Signal Technician -

Level I

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

Kenton Wilkins

ASSISTANT PROJECT ADMINISTRATOR

Kenton uses his education, experiences, and skills within the fields of construction and engineering technology daily. His ability to learn and adapt has allowed him to contribute to multiple large projects. Kenton is an ambitious performer and is eager to work with clients to solve problems, while ensuring successful project completion. He is committed to ensuring quality and that projects are completed in conformance with plans and specifications.

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 19 for the Misc. Senior Inspection Coordination project in Polk County. Construction Cost: Varies
- Senior Inspector on TWO 07 for the SR 655 from Coleman Road to CR 542 Resurfacing project in Polk County. Construction Cost: \$4.6M
- Senior Inspector on TWO 06 for SR 35 (US 17) from N. of Bridge No. 160233 to South of Lunn Road Resurfacing project in Polk County. Construction Cost: \$5.8M

2018 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 37 for the SR 35 (US 98) from Colbert Road to Colbert Road Intersection Improvement project in Polk County. Construction Cost: \$1.1M
- Senior Inspector on TWO 36 project which provides inspection services on the SR 33 from South of Carol Drive to South of North Florida Avenue Intersection Improvement in Polk County. Construction Cost: \$2.1M
- Senior Inspector on TWO 34 SR 517 (US 92) from US 92 (SR 600) to SR 546 drainage and asphalt resurfacing project in Polk County. Construction Cost: \$2.1M
- Senior Inspector on TWO 38 for the SR 60 from W of Dude Ranch Road to E of Rattlesnake Road Resurfacing project in Polk County. Construction Cost: \$2.1M
- Broadway Boulevard Trail SR 559 from Lakeshore Drive to Commonwealth Avenue (SR 33) Bicycle Path/Trail in Polk County. Construction Cost: \$2.1M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



Current Position Held by Firm:

Resident Compliance Specialist

Number of Years with the Firm:

7

Kimberly Parmer

RESIDENT COMPLIANCE SPECIALIST

Kimberly has more than seven years of experience providing compliance and administrative support on Florida Department of Transportation (FDOT) highway and bridge projects. She is experienced in all compliance requirements: On-the-Job Training, Commercially Useful Function, Disadvantaged Business Enterprise monitoring, labor interviews, bulletin board requirements, payrolls, and all other certifications as required for a project to be within Federal and State Equal Employment Opportunity Office guidelines. She has experience in scanning and attributing documents into Electronic Document Management Systems and Project Solve and is proficient at taking and distributing progress meeting

State Road (SR) 62 from East of SR 37 to Hardee County Line, FDOT District One, FL - Resident Compliance Specialist.

Kimberly's responsibilities include all compliance oversight including overseeing EEO and Affirmative Action (AA), DBE Utilizations, and scans documents into the FDOT's electronic filing system Project Solve/EDMS. She also monitors DBE participation. She utilizes FDOT's EOC System. Construction Cost: \$2.1M

State Road 70 from East of Lakewood Ranch Blvd to West of Lorraine Road, FDOT District One, FL - Resident Compliance Specialist.

Kimberly's responsibilities include all compliance oversight including overseeing EEO and Affirmative Action (AA), DBE Utilizations, and scans documents into the FDOT's electronic filing system Project Solve/EDMS. She also monitors DBE participation. She utilizes FDOT's EOC System. Construction Cost: \$4.3M

State Road 64 at Lorraine Road, FDOT District One, FL - Resident Compliance Specialist. Kimberly's responsibilities include all compliance oversight including overseeing EEO and Affirmative Action (AA), DBE Utilizations, and scans documents into the FDOT's electronic filing system Project Solve/EDMS. She also monitors DBE participation and utilizes FDOT's EOC System. Construction Cost: \$6.2M

State Road 64 from 9th Street to Braden River, FDOT District One, FL - Resident Compliance Specialist. Kimberly's responsibilities include all compliance oversight including overseeing EEO and Affirmative Action (AA), DBE Utilizations, and scans documents into the FDOT's electronic filing system Project Solve/EDMS. She also monitors DBE participation and utilizes FDOT's EOC System. Construction Cost: \$6.9M

State Road 45 from 6th Ave to Manatee Ave W, FDOT District One, FL - Resident Compliance Specialist. Kimberly's responsibilities include all compliance oversight including overseeing EEO and Affirmative Action (AA), DBE Utilizations, electronic certified payroll, and scans documents into the FDOT's electronic filing system Project Solve/EDMS. She also monitors DBE participation and the CUFs. She utilizes FDOT's EOC System, monitors the bulletin board on the job site and conducts EEO labor interviews monthly. Construction Cost: \$1.2M

State Road 45 Caribbean Drive to State Road 72, FDOT District One, FL - Resident Compliance Specialist. Kimberly's responsibilities included all compliance oversight including overseeing EEO and Affirmative Action (AA), DBE Utilizations, OJT, electronic certified payroll, and scanned documents into the FDOT's electronic filing system Project Solve/EDMS. Ms. Parmer also monitored DBE participation and the CUFs. She utilized FDOT's EOC System, monitored the bulletin board on the job site and conducted EEO labor interviews monthly. Construction Cost: \$9.9M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Contract Support Specialist

Number of Years with the Firm:

3

Education:

Bachelor of Science, Civil Engineering, University of South Florida

Certifications:

TIN: H52343487

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Concrete Field Specification

Earthwork – Levels I & II

Final Estimates – Levels I & II

Pile Driving

Stormwater Management

HAZMAT

NRC Nuclear Gauge Safety

OSHA Construction Safety & Health

Jennifer Hamstra

CONTRACT SUPPORT SPECIALIST

Jennifer has experience as a contract support specialist, engineering technician, and senior inspector. She is proficient in materials testing and inspection work, including new building construction, mass fill testing, and roadway testing. Jennifer's inspection experience includes roadway operations, milling and resurfacing, signalization and lighting, ADA improvements, curb and gutter, drainage, bridge construction, erosion control, and installation. She is well-versed in final estimates and project closeout procedures.

SR 400 (I-4) from Park Road WB Exit Ramp Intersection to E of Park Rd, from W of Thonotosassa Rd to E of Thonotosassa Rd, from W of Branch Forbes Rd to E of Branch Forbes Rd, from E of EB Weigh Station to E of McIntosh Rd and from W of Mango Road to E of Mango Rd, FDOT District Seven, FL - Contract Support Specialist. The improvements under this contract consist of construction of the ramps and interchanges at the referenced locations along SR 400 (I-4). This includes milling and resurfacing of existing mainline travel lanes and ramps throughout the project limits. Extensive drainage improvements, ramp and interchange widening, upgrading/replacing guardrail, installing new signing and roadway pavement markings, installing new signalization components and pedestrian improvements adjacent to interchange collector roads are also included. Construction Cost: \$18.8M

I-4/SR 400 from East of McIntosh Road to East of County Line Road, FDOT District Seven, FL - Contract Support Specialist. The improvements under this contract consist of construction of milling and resurfacing I-4/SR 400 from East of McIntosh Road to East of County Line Road. This includes existing mainline travel lanes, ramps, collector distributor (CD) and frontage roads throughout the project limits. Traffic monitoring sites, upgrading/replacing guardrail, installing new signing and roadway pavement marking along with minor sidewalk improvements adjacent to frontage roads and drainage work are also included. Construction Cost: \$37M

N Sunlake Boulevard Phase 1, Segments 1, 2, and 3 projects, Pasco County, FL - Contract Support Specialist. The project was in a corridor east of the Suncoast Parkway, west of US 41, and south of SR

52. The project consisted of construction of approximately 4.3 miles of N. Sunlake Boulevard, including nine bridges that span environmentally sensitive areas, as well as a roundabout just south of the connection with SR 52. Components of construction included roadway elements such as mass grading, clearing and grubbing, erosion and sedimentation control, drainage, embankment, excavation, stabilization, base, asphalt paving, signing and pavement marking. Bridge construction included over 2,200 LF of bridges constructed using concrete pile foundations with bent caps, Florida I-Beams, and concrete deck surface. Other construction components included traffic monitoring sites, lighting, landscaping, and utilities. Construction Cost: \$70M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Wyatt Dube

CONTRACT SUPPORT SPECIALIST

Wyatt works alongside tenured staff, gaining exposure to FDOT policies and procedures as a Contract Support Specialist. Having several years of experience in industrial construction, Wyatt has a deep understanding of the construction industry and its many facets. He is adept at reading and interpreting contract documents, resolving disputes, and negotiating agreements. He is well-versed in various construction methods and materials, as well as safety protocols and regulations. Wyatt is passionate about helping clients achieve their goals and providing the best possible service. He is a team player who is always willing to collaborate and work towards successful outcomes.

Current Position Held by Firm:

Contract Support Specialist

Number of Years with the Firm:

2

Education:

Bachelor of Science, Engineering Technology, Daytona State College

Bachelor of Applied Science, Operations Management & Supervision, Polk State College

Certifications:

TIN: D10088288

Advanced WTZC/MOT

Asphalt Paving – Levels I & II

Earthwork – Levels I & II

Final Estimates – Levels I & II

Stormwater Management

HAZMAT

NRC Nuclear Gauge Safety

NRC Radiation Safety Officer

OSHA Construction Safety &

Health

SR 400 (I-4) from Park Road WB Exit Ramp Intersection to E of Park Rd, from W of Thonotosassa Rd to E of Thonotosassa Rd, from W of Branch Forbes Rd to E of Branch Forbes Rd, from E of EB Weigh Station to E of McIntosh Rd and from W of Mango Road to E of Mango Rd, FDOT District Seven, FL - Senior Inspector/Contract Support Specialist. The improvements under this contract consist of construction of the ramps and interchanges at the referenced locations along SR 400 (I-4). This includes milling and resurfacing of existing mainline travel lanes and ramps throughout the project limits. Extensive drainage improvements, ramp and interchange widening, upgrading/replacing guardrail, installing new signing and roadway pavement markings, installing new signalization components and pedestrian improvements adjacent to interchange collector roads are also included. Construction Cost: \$18.8M

I-4/SR 400 from East of McIntosh Road to East of County Line Road, FDOT District Seven, FL - Senior Inspector/ Assistant Contract Support Specialist. The improvements under this contract consist of construction of milling and resurfacing I-4/SR 400 from East of McIntosh Road to East of County Line Road. This includes existing mainline travel lanes, ramps, collector distributor (CD) and frontage roads throughout the project limits. Traffic monitoring sites, upgrading/replacing guardrail, installing new signing and roadway pavement marking along with minor sidewalk improvements adjacent to frontage roads and drainage work are also included. Construction Cost: \$37M

Pinellas County CEI Consultant Services Contract, Pinellas County, FL - Contract Support Specialist. Work involves performing inspection services on various construction projects throughout the county. Scopes of work included milling and resurfacing, sidewalks, concrete paving, drainage, and railroad crossing improvements. Construction Cost: Varies

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

RS&H

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Senior Inspector

Number of Years with the Firm:

4

Certifications:

TIN: K36537304

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Auger Cast Pile

Concrete Field – Level I

Concrete Field Specification

Critical Structures

Drilled Shaft

Earthwork – Levels I & II

Final Estimates – Level I

MSE Wall

Pile Driving

Stormwater Management

ACI Concrete – Level I

HAZMAT

OSHA Construction Safety & Health

NRC Nuclear Gauge Safety

Jason Kettering

SENIOR INSPECTOR

Jason has progressively responsible project and construction management, inspection, and record keeping experience in transportation infrastructure improvement construction projects. He previously worked directly as a Maryland State employee construction representative, as well as a consultant construction representative. Jason has been responsible for all project phases including scope determination, design, right of way, utility relocations, work orders, construction, and final project closeout. He has extensive documentation experience using eMCMS, Procore, PlanGrid, and other software tools to maintain daily diaries and process estimates, track schedules and budgets, maintain the materials workbook

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 9 for the SR 700 (US 98) from East of Old Stokes Road to SR 25 (US 27) Slip Lane Resurfacing project in Polk County. Construction Cost: \$1.9M

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

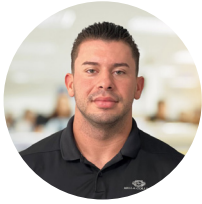
- Senior Inspector on TWO 23 for the SR 540 from East of SR 35 (US 98) (Bartow Road) to West of Polk Parkway Resurfacing project in Polk County. Construction Cost: \$3.1M
- Senior Inspector on TWO 07 for the SR 655 from Coleman Road to CR 542 Resurfacing project in Polk County. Construction Cost: \$4.6M
- Senior Inspector on TWO 06 for the SR 35 (US 17) from N of Bridge No.160233 to South of Lunn Rd. Resurfacing project in Polk County. Construction Cost: \$5.8M

2018 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District

One, FL - Senior Inspector. The five-year contract involves providing CEI inspection staff support for FDOT District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. The contract includes inspection services on the SR 33 from South of Carol Drive to South of North Florida Avenue Intersection Improvement project. Construction Cost: Varies

- Senior Inspector on TWO 36 which provided inspection services on the SR 33 from South of Carol Drive to South of North Florida Avenue Intersection Improvement in Polk County. Construction Cost: \$2.1M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Senior Inspector

Number of Years with the Firm:

2

Certifications:

TIN: R36298199

Advanced WTZC/MOT

Aggregate Testing Technician

Asphalt Paving – Levels I & II

Concrete Field – Level I

(scheduled)

Concrete Field Specification

Earthwork – Levels I & II

Final Estimates – Level I

Qualified Sampler Technician

Stormwater Management

ACI Concrete Field – Level I

(scheduled)

FAA Commercial Drone Pilot

(14 CFR Part 107 FAA Certified)

(scheduled)

HAZMAT

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

Zachary Rodriguez

SENIOR INSPECTOR

Zachary is an enthusiastic individual eager to advance his career in construction management and inspection services. With a proven track record in leadership and a keen eye for detail, he consistently upholds high standards of performance. Driven by a strong desire to embrace new challenges, Zachary is committed to furthering his development and achieving success in his field.

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 11 for the Lee Jackson Highway Sidewalk from Stuart Avenue to Baker Avenue Sidewalk project in Polk County. Construction Cost: \$1.3M
- Senior Inspector on TWO 06 for the SR 559 at SR 400 (I-4) Ramp Signalization, Interchange Improvement project in Polk County. Construction Cost: \$4.5M

Group 219 Daryl Carter project, FDOT District Five, FL - Inspector. This interim project will add three new ramps connecting Interstate 4 (I-4) to Daryl Carter Parkway: exit ramps from both directions of I-4 to Daryl Carter Parkway and an entrance ramp to eastbound I-4. It will also convert the existing Daryl Carter Parkway overpass to a diverging diamond interchange. Right-of-way acquisition is underway. A westbound I-4 entrance ramp will be built as part of a future project. This project will include construction of a single, buffer-separated, managed lane from west of Daryl Carter Parkway to west of Central Florida Parkway. This managed lane will be constructed in three separate projects with the finished lane extending from west of Sand Lake Road to west of State Road 536. Construction Cost: \$86M

Pre-Event Disaster Monitoring, FDOT District Seven, FL - Senior Inspector. This project included cleanup and CEI inspections for Hurricane Milton. Construction Cost: \$91K

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Inspector. This five-year contract involves providing CEI inspection staff support for District

One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Inspector on TWO 06 for the SR 35 (US 17) from N of Bridge No.160233 to South of Lunn Rd. Resurfacing project in Polk County. Construction Cost: \$5.8M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Tyler Serman

SENIOR INSPECTOR

Zachary is an enthusiastic individual eager to advance his career in construction management and inspection services. With a proven track record in leadership and a keen eye for detail, he consistently upholds high standards of performance. Driven by a strong desire to embrace new challenges, Zachary is committed to furthering his development and achieving success in his field.

Current Position Held by Firm:

Senior Inspector

Number of Years with the Firm:

3

Education:

Bachelor of Science, Engineering Science, Wheeling University

Certifications:

TIN: S22470760

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Concrete Field – Level I

Concrete Field Specification

Critical Structures

Drilled Shaft

Earthwork – Levels I & II

Final Estimates – Level I

Lane Closure Notification System

Stormwater Management

ACI Concrete Field – Level I

HAZMAT

IMSAT Traffic Signal Tech- Level I (scheduled)

IMSAT Traffic Signal Inspector (scheduled)

NRC Nuclear Gauge Safety

OSHA Construction Safety & Health

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 8 for the SR 546/ SR 600 (US 92) from West of Gary Rd to West of SR 659 (Combee Road) resurfacing project in Polk County. Construction Cost: \$4.5M

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 22 for the SR 544 (Havendale Blvd NW) at US 17 (8th Street SW) safety project in Polk County. Construction Cost: \$1.3M
- Senior Inspector on TWO 23 for the SR 540 from East of SR 35 (US 98) (Bartow Road) to West of Polk Parkway Resurfacing project in Polk County. Construction Cost: \$3.1M
- Senior Inspector on TWO 07 for the SR 655 from Coleman Road to CR 542 Resurfacing project in Polk County. Construction Cost: \$4.6M
- Inspector on TWO 02 for the SR 17 from South of Lake Trask Road to Old Scenic Highway project in Polk County. Construction Cost: \$4.2

West US 192 (SR 530) Lighting Retrofit CEI Services, Osceola County, FL - Senior Inspector.

This project consisted of the replacement of decorative light poles along US 192 in Kissimmee. The project replaced 442 light poles. Additional work included the removal and replacement of light pole foundations that have been damaged. Maintenance of traffic coordination was a critical component of this project as it was a heavily traveled corridor. Construction Cost: \$852K

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Senior Inspector

Number of Years with the Firm:

9

Education:

Bachelor of Science, Geology,
University of Tennessee at
Chattanooga

Certifications:

TIN: N62016160
Asphalt Paving – Levels I & II
Auger Cast Pile
Concrete Field – Level I
Concrete Field Specification
Critical Structures
Drilled Shaft
Earthwork – Levels I & II
Final Estimates – Levels I & II
Intermediate WZTC/MOT
MSE Wall Inspection
Stormwater Management
ACI Concrete Field – Level I
HAZMAT
IMSA Traffic Signal Inspector
IMSA Traffic Signal Technician –
Level II
NRC Nuclear Gauge Safety
OSHA Construction Safety and
Health
TWIC Worker Identification
Credential

Dewey Norris

SENIOR INSPECTOR

Dewey is a skilled professional who has provided materials testing and monitoring services, including the testing and inspection of concrete, grout, asphalt, reinforcing steel, slope stabilization, MSE walls, soils, steel piles, auger cast piles, and foundations/footings. He has inspected roadway resurfacing, drainage, embankment reconstruction, ADA improvements, residential parking reconstruction, landscaping, and lighting projects.

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 05 & 06 for the SR 559 at SR 400 (I-4) Ramp Signalization, Interchange Improvement project in Polk County. Construction Cost: \$4.5M

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Senior Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 23 for the SR 540 from East of SR 35 (US 98) (Bartow Road) to West of Polk Parkway Resurfacing project in Polk County. Construction Cost: \$3.1M
- Senior Inspector on TWO 03 SR 563 from S of Beaker Road to Forest Park Street in Polk County. Construction Cost: \$6.2M
- Senior Inspector on TWO 21 for SR 600 (US 92) from Jersey Rd to SR 555 (US 17), Resurfacing and Intersection Improvement project for FDOT District One in Polk County. The project extends the service life of the existing roadway and improves safety. The project includes milling and resurfacing, widening, curb, drainage, signalization, pavement markings, signage, and ADA intersection improvements. Construction Cost: \$7.4M
- Senior Inspector on TWO 23 for SR 471 from SR 35 to Sumter Resurfacing project for FDOT District One in Polk County. Construction Cost: \$5.6M
- Senior Inspector on TWO 12 for the SR 600 (US 92) from Fish Hatchery Road to Reynolds Road resurfacing project in Polk County. Construction Cost: \$2.2M
- Senior Inspector on TWO 06 for the SR 35 (US 17) from North of Bridge No. 160233 to South of Lunn Road resurfacing project in Polk County. Construction Cost: \$5.8M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Senior Inspector

Number of Years with the Firm:

1

Certifications:

TIN: R55178169

Advanced WTZC/MOT

Asphalt Paving – Levels I & II

Concrete Field – Levels I & II

Concrete Field Specification

Drilled Shaft

Earthwork – Levels I & II

Final Estimates – Levels I & II

Pile Driving

QC Manager

Stormwater Management

ACI Concrete Field – Level I

ACI CTCL – Level II

HAZMAT

IMSA Traffic Signal Inspector

IMSA Traffic Signal Technician –

Level II

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

Scott Romanov

SENIOR INSPECTOR

Scott brings 30 years of expertise in conducting inspections for roadway and significant bridge projects. He has provided CEI oversight for bridge construction and rehabilitation as well as all phases of construction including inspection of clearing and grubbing, earthwork, subgrade/base/ lime rock, asphalt paving, box culverts, and gravity walls. His specialized areas encompass verifying and controlling quality through sampling and testing of earthwork and concrete, conducting density tests, overseeing storm sewer

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District

One, FL - Senior Inspector. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Senior Inspector on TWO 03 SR 563 from S of Beaker Road to Forest Park Street in Polk County. Construction Cost: \$7.3M

Hybrid Projects Managed by Brooksville Operations Center CEI Services, FDOT District Seven, FL

- Senior Inspector. RS&H provided inspection services at US 301/SR 41/ Gall Blvd from Hillsborough County Line to S of SR 39 in Pasco County for FDOT District Seven. Construction Cost: \$6.7M

- Senior Inspector on TWO 3 US 301/SR 41/Gall Boulevard from SR 39 to the Hillsborough County/ Pasco County Line. This task consisted of milling and resurfacing, drainage, concrete pavement widening, traffic and pedestrian signal enhancements, and construction of rainwater retention areas in Pasco County (sub to Keystone Civil). Construction Cost: \$6.7M
- Senior Inspector on TWO 10 for the improvements consisting of median modifications and turn lanes on SR 573 (S. Dale Mabry Hwy). Construction Cost: \$3.1M
- Senior Inspector on TWO 22 US 92/SR 600/S Dale Mabry Highway from Neptune Street to Henderson Boulevard. This task consisted of drainage improvements on Dale Mabry Highway including refurbishment of existing concrete and asphalt pavement, widening of sidewalk, signing and markings, signals, and lighting improvements in Hillsborough County. Construction Cost: \$4.9M
- Senior Inspector on TWO 20 SR 60/Kennedy Boulevard from Westshore to Henderson Boulevard which consisted of widening, added turn lanes, median modifications, storm drainage, concrete sidewalk and curb and gutter, signalization, signs and pavement markings, and sod. Construction Cost: \$4.7M

- Senior Inspector on TWO 3 US 301/SR 41 from North of Breckenridge Parkway/Sligh Avenue to I-75/SR 93A which consisted of milling and resurfacing, incidental signal and pedestrian traffic work, incidental concrete sidewalk removal and replacement, and updated ADA handicapped ramps at various locations including the intersections of US 301/SR 41 at Harney Road, Maislin Drive, and Sligh Avenue. Construction Cost: \$3.1M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



Current Position Held by Firm:

Asphalt Plant Inspector

Number of Years with the Firm:

7

Certifications:

TIN: F626073922

Advanced WTZC/MOT

Asphalt Paving – Levels I & II

Auger Cast Pile

Concrete Field – Levels I & II

Concrete Field Specification

Critical Structures

Earthwork – Levels I & II

Final Estimates – Level I

MSE Wall

ACI Concrete Field – Level I

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

Bryan Frasher

ASPHALT PLANT INSPECTOR

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

Neptune Road Reconstruction Project, Osceola County, FL - Asphalt Plant Inspector. This project involves the reconstruction of Neptune Road from two-lanes to a divided 4-lane roadway between Partin Settlement Road to U.S. 192, a distance of approximately 3.98 miles. Bryan serves as an asphalt plant inspector on this project. Construction Cost: \$107M

SR 600 (US 92) Resurfacing From West of Jersey Rd to West of SR 555 (US-17), FDOT District Seven, FL - Inspector. This project involves the resurfacing of US 92 from west of Jersey Road to west of US 17. The scope of work includes milling and resurfacing the existing pavement and outside shoulders along US 92, constructing inside paved shoulders along the median in both directions, widening the existing right-turn lanes to provide keyhole bicycle lanes, replacing the existing median curb, and making minor drainage improvements. Bryan is responsible for overseeing the earthwork and asphalt paving inspections on this project. Construction Cost: \$7.4M

Polk Road Milling and Resurfacing, FDOT District One, FL - Inspector. Bryan's role involved overseeing Construction Engineering Inspection (CEI) services for this project covering 4.0 miles of Polk Road. The project included tasks such as pavement milling, resurfacing, turnout construction, shoulder rework, guardrail installation, signing, and pavement markings. Construction Cost: \$3.3M

State Road (SR) 25/US 27 from North of Cloverleaf Road to South of SR 66/SR 700/US 98, Highlands County Resurface/Median Modifications, FDOT District One, FL - Inspector. Bryan served as an Inspector on the \$10 million US 27 Resurface and Median Modification Project. Project improvements included milling and resurfacing the roadway; the modification of median openings, including the addition of left turn lanes and conversion to directional openings at some locations; guardrail replacement and drainage improvements. Bryan provided asphalt paving inspections and drainage improvement inspections on this 5.9-mile project. Construction Cost: \$10M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



Current Position Held by Firm:

Asphalt Plant Inspector

Number of Years with the Firm:

5

Certifications:

TIN: H25247178

Advanced WTZC/MOT

Asphalt Paving – Levels I & II

Auger Cast Pile

Concrete Field (scheduled)

Concrete Field Specification

Critical Structures

Earthwork – Levels I & II

Final Estimates – Level I

MSE Wall

ACI Concrete Field (scheduled)

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

John "Kris" Huggins

ASPHALT PLANT INSPECTOR

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

Neptune Road Reconstruction Project, Osceola County, FL - Asphalt Plant Inspector. This project involves the reconstruction of Neptune Road from two-lanes to a divided 4-lane roadway between Partin Settlement Road to U.S. 192, a distance of approximately 3.98 miles. Bryan serves as an asphalt plant inspector on this project. Construction Cost: \$107M

SR 600 (US 17); Resurfacing, Base Work, & Drainage Improvements, Polk County, FL - Inspector.

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

Resurfacing SR 700 (US 98), South of Ft Meade, Polk County, FL - Inspector. John trained as an inspector on this Resurfacing Project in Polk County. This project includes earthwork, concrete, and asphalt. He has spent time on this project training with Senior Inspectors. His daily operations including coordination with the contractor and the FDOT, monitoring of all testing procedures and inspection staff, analysis of construction plans and modification to meet field conditions, preparation of as-built

construction plans, and field preparation of monthly estimates for contract payment.

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

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Current Position Held by Firm:

Inspector

Number of Years with the Firm:

2

Certifications:

TIN: T23601798

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Drilled Shaft (scheduled)

Earthwork – Levels I & II

Stormwater Management

HAZMAT

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

Aaron Testerman

INSPECTOR

Aaron has spent the last year working on the CEI Continuing Services Bartow Operations Center contract for FDOT District One. He brings a strong work ethic and dedication to his role in construction management and inspection services. His enthusiasm for learning and taking on new challenges reflects his commitment to advancing in his career. Aaron understands the importance of precision and accuracy in the field, approaching each project with a systematic and detail-oriented mindset.

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Inspectors Aide. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Inspectors Aide on TWO 06 for the SR 559 at SR 400 (I-4) Ramp Signalization, Interchange Improvement in Polk County. Construction Cost: \$4.7M
- Inspectors Aide on TWO 27 for the I-4 (SR 400) at SR 557 (Old Grade Road) project in Polk County. Construction Cost: \$79K
- Inspectors Aide on TWO 05 for the SR 559 from SR 400 to SR 33 Resurfacing project in Polk County. Construction Cost: \$5.6M

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Inspectors Aide. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations

Center and Heartland Operations Center. Construction Cost: Varies

- Inspectors Aide on TWO 23 for the SR 540 from East of SR 35 (US 98) (Bartow Road) to West of Polk Parkway Resurfacing project in Polk County. Construction Cost: \$3.1M
- Inspectors Aide on TWO 03 SR 563 from S of Beaker Road to Forest Park Street in Polk County. Construction Cost: \$7.3M
- Inspectors Aide on TWO 24 for the SR 471 from SR 35 to Sumter Resurfacing project for FDOT District One in Polk County. Construction Cost: \$5.6M
- Inspectors Aide on TWO 14 for SR 655 from South of Wallace Manor to North of 24th Street resurfacing project in Polk County. Construction Cost: \$500K

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Corbin Dorer

INSPECTOR

Corbin is a seasoned professional with 8 years of valuable experience in the construction industry. With a strong background in various aspects of construction, he has honed his skills in leadership roles, effectively overseeing teams and ensuring project success. He has successfully navigated various facets of construction, demonstrating a profound understanding of project planning, daily inspections, and materials management. He has actively contributed to maintaining a safe work environment by identifying and addressing safety hazards, reflecting his commitment to the well-being of the project team. With a keen eye for detail, Corbin has excelled in quality assurance and control, ensuring that projects adhere to the highest standards. Additionally, he possesses effective skills in interpreting and

Current Position Held by Firm:

Inspector

Number of Years with the Firm:

1

Education:

Bachelor of Arts, General Studies,
American Military University (In progress)

Certifications:

TIN: D62773396
Advanced WZTC/MOT
Asphalt Paving – Levels I & II
Concrete Field Specification
Earthwork – Levels I & II
Stormwater Management
HAZMAT
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

2023 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Inspector. The five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Inspector on TWO 8 for the SR 546/ SR 600 (US 92) from West of Gary Rd to West of SR 659 (Combee Road) resurfacing project in Polk County. Construction Cost: \$4.5M

Pinellas County CEI Consultant Services Contract - Inspector. Work involves performing inspection services on various construction projects throughout the county. Scopes of work included milling and resurfacing, sidewalks, concrete paving, drainage, and railroad crossing improvements. Construction Cost: Varies

- CEI Inspection Services for Local Group 137 ADA & Sidewalk Upgrade (Highland Lakes P2 South). Construction Cost: Varies
- CEI Inspection Services for Sunset and Belcher CIPP Lining. Construction Cost: Varies

- CEI Inspection Services for Annual Sewer CIPP- Tarpon Springs, Palm Harbor & Curlew City. Construction Cost: Varies

I-4/SR 400 from East of McIntosh Road to East of County Line Road, FDOT District Seven, FL - Inspector . The improvements under this contract consist of construction of milling and resurfacing I-4/SR 400 from East of McIntosh Road to East of County Line Road. This includes existing mainline travel lanes, ramps, collector distributor (CD) and frontage roads throughout the project limits. Traffic monitoring sites, upgrading/replacing guardrail, installing new signing and roadway pavement marking along with minor sidewalk improvements adjacent to frontage roads and drainage work are also included. Construction Cost: \$37M

Tab 3 - Experience, Expertise, Personnel and Technical Resources



RS&H

Steven Owusu

INSPECTOR

Steven, a graduate engineer, brings three years of construction design experience, with a strong background in environmental management, including handling Florida Department Environmental Protection (FDEP) and Southwest Florida Water Management District (SWFWMD) permitting applications. His skill set encompasses the preparation of submittal packages, generation of site reports, and the supervision of construction projects. Steven contributed to site design layout, oversaw engineering records, interpreted plans, conducted field testing, and utilized concrete for storm drains. He possesses practical expertise in stormwater management and is proficient in design, including basic utility design, grading design, and stormwater drainage calculations.

Current Position Held by Firm:

Inspector

Number of Years with the Firm:

1

Education:

Bachelor of Science, Civil & Environmental Engineering,
Florida State University

Certifications:

TIN: O20079497
Advanced WTZC/MOT
Asphalt Paving – Levels I & II
Concrete Field – Level I
(scheduled) Concrete Field
Specification
Earthwork – Levels I & II
Stormwater Management
ACI Concrete Field – Level I
(scheduled) FAA Commercial
Drone Pilot (4985734) HAZMAT
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

Pinellas County CEI Consultant Services Contract - Inspector. Work involves performing inspection services on various construction projects throughout the county. Scopes of work included milling and resurfacing, sidewalks, concrete paving, drainage, and railroad crossing improvements. Construction Cost: Varies

- Inspector for Local Group Lansbrook A ADA & Sidewalk Upgrade. Construction Cost: Varies
- Inspector for Advanced Metering Infrastructure (AMI) Water Meter Replacement. Construction Cost: Varies
- Inspector for Annual Sewer CIPP- Tarpon Springs, Palm Harbor & Curlew City. Construction Cost: Varies
- Inspector for PCU Lining Work. Construction Cost: Varies

I-4/SR 400 from East of McIntosh Road to East of County Line Road, FDOT District Seven, FL - Inspector . The improvements under this contract consist of construction of milling and resurfacing I-4/SR 400 from East of McIntosh Road to East of County Line Road. This includes existing mainline travel lanes, ramps, collector distributor (CD) and frontage roads throughout the project limits. Traffic monitoring sites, upgrading/replacing guardrail, installing new signing and roadway pavement marking along with minor sidewalk improvements adjacent to frontage roads and drainage work are also included. Construction Cost: \$37M

2020 CEI Continuing Services (Inspection) Bartow Operations Center Contract, FDOT District One, FL - Inspector. This five-year contract involves providing CEI inspection staff support for District One on a wide range of construction projects in multiple counties for the Bartow Operations Center and Heartland Operations Center. Construction Cost: Varies

- Inspector on TWO 23 for the SR 540 from East of SR 35 (US 98) (Bartow Road) to West of Polk Parkway Resurfacing project in Polk County. Construction Cost: \$3.1M

RS&H



Key Staff Availability and Locations

The RS&H Team proposed for the CEI Professional Services contract will be available to start the project on day one. The current workload for this team consists of the I-4 project for FDOT (Brent Wilkins, PE, Dewey Norris and Wyatt Dube) and the Bartow Operations Continuing Services contract (Brent Wilkins, Wyatt Dube, Matt Tocknell, Dewey Norris, Jason Kettering, Zach Rodriguez, Tyler Serman, and Scott Romanov). The I-4 Project will be completed in the end of 2025. Brent Wilkins will be 40% available for this contract when the projects start. The Bartow Operations projects are task work order driven, making the rest of the team 100% available to start the assigned projects.

The proposed inspection staff are currently working on tasks for Bartow Operations that are all scheduled to be completed by November 2025, while Matt Tocknell will complete his current

tasks no later than summer 2025, making each of them 100% available for this contract.

The entire RS&H project team are local Polk County residents. Our Project Administrator, Matt, lives in Winter Haven and Brent, Wyatt and Dewey live in Lakeland and can all respond to any project within 30 minutes. The team close proximity to the area gives us rapid responsiveness to project related issues and PIO concerns. Matt and Dewey currently work out of the FDOT Bartow Operations Construction office.



Key Staff Availability and Locations

Staff Member	Home	Office Location	Availability
Brent Wilkins, PE, DBIA RS&H	Polk County	Lakeland, FL	40%
Matt Tocknell RS&H	Polk County	Lakeland, FL	100%
Kenton Wilkins RS&H	Polk County	Lakeland, FL	100%
Bill Downey, PE, LEED AP RS&H	St. John's County	Orlando, FL	100%
Jennifer Hamstra RS&H	Hillsborough County	Lakeland, FL	100%
Wyatt Dube RS&H	Polk County	Lakeland, FL	100%
Kimberly Parmer QUEST	Hillsborough County	Land O' Lakes FL	80%
Jason Kettering RS&H	Manatee County	Lakeland, FL	100%
Zachary Rodriguez RS&H	Lake County	Lakeland, FL	100%
Tyler Serman RS&H	Polk County	Lakeland, FL	100%
Dewey Norris RS&H	Polk County	Lakeland, FL	100%
Scott Romanov RS&H	Polk County	Lakeland, FL	100%
Aaron Testerman RS&H	Polk County	Lakeland, FL	100%
Corbin Dorer RS&H	Polk County	Lakeland, FL	100%
Steven Owusu RS&H	Hillsborough County	Lakeland, FL	100%
Bryan Frasher RCS	Polk County	Winter Haven, FL	100%
John Huggins RCS	Polk County	Winter Haven, FL	100%

Tab 3 - Experience, Expertise, Personnel and Technical Resources

Subconsultants

Ardaman & Associates, Inc.

Location: 1525 Centennial Blvd., Bartow, FL 33830

Ardaman is one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms, founded in 1959. Ardaman employs over 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Over their history, they have worked on more than 200,000 projects throughout the state, the US, and worldwide. This vast list of project experience includes services for virtually every type of public and private client associated with development and construction.

AECOM Technical Services, Inc.

Location: 7650 W Courtney Campbell Cswy, Tampa, FL 33607

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project lifecycle—from advisory, planning, design, and engineering to program and construction management. Their expertise spans across various sectors including transportation, buildings, water, new energy, and the environment. Their clients in both the public and private sectors rely on them to solve their most complex challenges.

DRMP, Inc.

Location: 1125 Bartow Road, Suite 100, Lakeland, FL 33801

DRMP was founded in 1977 in Orlando Florida by a group of engineers and surveyors that joined together to offer their clients a full-service firm with a collaborative approach to produce superior infrastructure. Our focus has been on providing services for State DOT's, the Federal Government, Local Municipalities and Private Developers. We have been providing Construction Engineering and Inspection (CEI) services on highway and bridge projects to clients throughout the southeast since 1999.

Florida Transportation Engineering | MBE/DBE

Location: 12550 Telecom Dr. Temple Terrace, FL 33637

FTE founded in 1989 provides Engineering, Planning, Surveying, and Landscape Architecture services. FTE specializes in control surveying, right-of-way design surveys, and construction surveys. We utilize advanced equipment, including robotic total stations, GPS RTK rovers, and the Leica Pegasus II Ultimate Terrestrial

Mobile LiDAR system for high-precision topographic mapping and asset extraction. Our team offers a wide range of surveying services, delivering topographic maps, 3D point clouds, and horizontal and vertical control networks for various engineering applications.

Patel, Greene and Associates, Inc. | MBE/DBE

Location: 215 E Main Street, Bartow, FL, 33830

PGA is a leading transportation design and planning firm founded in 2011. PGA provides transportation engineering solutions for the FDOT, municipalities, and other agencies throughout Florida. PGA's Construction Services Group offers construction engineering inspection, as well as construction management, erosion and sediment control inspection (NPDES), plans and shop drawings review, and more.

Quest Corporation of America, Inc. | DBE

Location: 17220 Camelot Court, Land O' Lakes, FL 34638

Quest provides full-service communications and public outreach services. Quest has qualified RCS serving statewide with more than 40 years of combined experience. Their veteran team of compliance professionals support the FDOT and Local Agencies with oversight of EEO, OJT, DBE, and wage requirements on federally funded road and bridge construction projects. Their Resident Compliance Specialists live locally to Polk County and can assist with onsite jobsite bulletin board inspections, OJT requirements, and employee labor interviews.

Roberts Consulting Services, Inc. | DBE

Location: 2003 Havendale Blvd NW, Winter Haven, FL 33881

RCS is headquartered in Polk County, Florida, is a leading provider of high-quality engineering services, strategically positioned to serve projects throughout Polk County and Central Florida. This allows them to efficiently deploy teams and resources, ensuring timely and effective service delivery across the region. As a key partner for Polk County, they have worked on numerous county projects throughout the area, contributing to the region's infrastructure development and success.

Tab 4 - Is the Firm a "Polk County Entity"?


Ardaman & Associates, Inc.	
Headquarters Address	8008 S. Orange Avenue Orlando, FL 32809
Local Office Address	1525 Centennial Boulevard Bartow, FL 33830
Amount of Time Located at Local Office	Since 1974
Number of Employees at the Local Office	37 employees

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 2591 CLASS: B+ EXPIRES: 09/30/2025

OWNER NAME	LOCATION
SR VICE PRES THOMAS J LETO	1525 CENTENNIAL BLVD BARTOW

BUSINESS NAME AND MAILING ADDRESS CODE ACTIVITY TYPE
ARDAMAN & ASSOCIATES INC 540190 PROFESSIONAL ENGINEER
PO BOX 812 PROFESSIONAL LICENSE (IF APPLICABLE)
BARTOW, FL 338310812 DBPR-5950

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
PAID - 2594334 09/09/2024 OPY OLP 57.75 ARDAMAN & ASSOCIATES INC
DISPLAYED AT THE BUSINESS LOCATION




DRMP, Inc.	
Headquarters Address	941 Lake Baldwin Lane Orlando, FL 32814
Local Office Address	1125 Bartow Road, Suite 100 Lakeland, FL 33801
Amount of Time Located at Local Office	Since 2006
Number of Employees at the Local Office	11 employees

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 27793 CLASS: B+ EXPIRES: 09/30/2025

OWNER NAME	LOCATION
LARRY SMITH - CEO	1125 S HWY 98 Suite 100 LAKELAND

BUSINESS NAME AND MAILING ADDRESS CODE ACTIVITY TYPE
DRMP INC 540190 PROFESSIONAL ENGINEER
941 LAKE BALWIN LN PROFESSIONAL LICENSE (IF APPLICABLE)
ORLANDO, FL 32814 DBPR-2648

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
PAID - 2586050 09/04/2024 HSP TP 57.75 DRMP INC
DISPLAYED AT THE BUSINESS LOCATION




Patel, Greene and Associates, LLC	
Headquarters Address	12570 Telecom Drive Temple Terrace, FL 33637
Local Office Address	215 E Main Street Bartow, FL, 33830
Amount of Time Located at Local Office	Since 2018
Number of Employees at the Local Office	28 employees

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 149244 CLASS: B+ EXPIRES: 09/30/2025

OWNER NAME	LOCATION
GORDON M GREENE	215 E MAIN ST BARTOW

BUSINESS NAME AND MAILING ADDRESS CODE ACTIVITY TYPE
PATEL, GREENE & ASSOCIATES INC 540190 PROFESSIONAL ENGINEER
215 E MAIN ST PROFESSIONAL LICENSE (IF APPLICABLE)
BARTOW, FL 338303668

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
PAID - 2628493 09/28/2024 OPY OLP 57.75 PATEL, GREENE & ASSOCIATES INC
DISPLAYED AT THE BUSINESS LOCATION




Roberts Consulting Services, Inc.	
Headquarters Address	2003 Havendale Blvd NW Winter Haven, FL 33881
Local Office Address	2003 Havendale Blvd NW Winter Haven, FL 33881
Amount of Time Located at Local Office	Since 2013
Number of Employees at the Local Office	33 employees

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 167055 CLASS: A EXPIRES: 09/30/2025

OWNER NAME	LOCATION
MELANIE ROBERTS	2003 HAVENDALE BLVD NW WINTER HAVEN

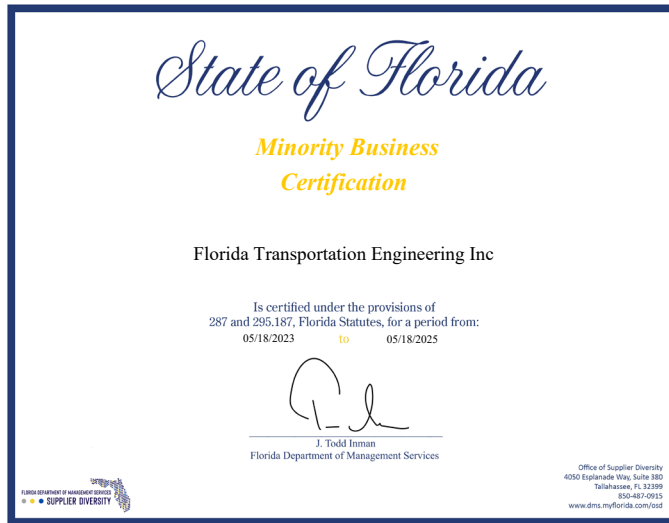
BUSINESS NAME AND MAILING ADDRESS CODE ACTIVITY TYPE
ROBERTS CONSULTING SERVICES INC 560000 LTD SUPPORT SERVICE
ROBERTS CONSULTING SERVICES INC 540000 LTD PROFESSIONAL TECHNICAL
117 GUALWOOD DR
WINTER HAVEN, FL 33880

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
PAID - 2491377 07/10/2024 OPY OLP 31.50 ROBERTS CONSULTING SERVICES INC
DISPLAYED AT THE BUSINESS LOCATION



Tab 5 - Is the Firm a "Certified Woman or Minority Owned Business?"

Although RS&H is not a certified W/MBE, our collaboration with **Florida Transportation Services, Inc.**, **Roberts Consulting Services, Inc.** and **Quest Corporation of America, Inc.** on this project serve to continue the success of W/MBE programs. Our professional relationships are a result of their past excellence on previous jobs reflecting our focus on quality throughout our team. RS&H commits to meeting W/MBE participation goals on this project. We are proud of our repeated A Rating for DBE utilization with the FDOT and continue to devote efforts to maintain that status.



Tab 6 - Interaction with County for Claims Minimization

RS&H proposes to utilize both proactive and reactive approaches to claims avoidance and dispute resolution through extensive experience in construction and management of construction contracts. This approach will be implemented through review of the Contractor's schedule, coordination with utility companies, on-site inspection, submittal schedules and request for information logs. The vehicle for this type of coordination will be the Weekly Progress Meeting in which the Contractor will provide either a written or oral presentation of the proposed activities for the two upcoming weeks. RS&H will analyze this information and compare the actual progress versus the progress proposed by the Contractor, the need for any permits, notices, and most importantly whether the proposed activities by the Contractor will support its own production schedule and milestone. If a potential for claims is detected, the RS&H Team will inform the Contractor, without dictating to the Contractor how to proceed and recommend an alternate course of action.

As mentioned previously, the Contractor's CPM schedule is the most valuable tool for minimizing risk for claims. As area liaisons for RS&H's project controls group, Brent and Matt are well versed in the analysis and determination of potential schedule gaps that often result in claims. They both have extensive experience creating and modifying CPM schedules during their time working as PMs on large construction projects. This experience as Contractors gives them the knowledge of means and methods to determine adequate construction timetables for each item of work. The team will identify potential red flags using Oracle Primavera P6 Professional and Deltek Acumen Fuse. They will require correction prior to baseline and monthly schedule update approvals.

The RS&H Team will keep meticulous logs of submittals, shop drawings, RFIs, and RFMs with detailed dates of submission to all parties. These logs aid in the prevention of review delays that often result in delay claims submitted by the Contractor.

These logs are updated in real time and are discussed at every weekly progress meeting. Ball in court action is discussed, and appropriate time frames are reviewed, so all parties are aware of action items.

Under the reactive approach to dispute resolution, RS&H will review any claim presented by the Contractor, make an independent assessment of the series of events leading to it, make an evaluation, and deliver an ultimate recommendation to the County as to the entitlement to a claim. If upon consideration of the documentation prepared by the Contractor it is determined the entitlement to additional compensation and/or extension of contract time is appropriate, RS&H will prepare an independent evaluation of the claim and negotiate with the Contractor to present a complete recommendation to the County as to the disposition of the Contractor's claim.

RS&H strives to reduce and eliminate the likelihood of disputes and claims. Despite stringent efforts, claims will occasionally occur. In the event issues cannot be settled at the project level, RS&H and the project controls group has the experience necessary to successfully defend claims, demonstrated by our successful defense of the Jacksonville Transportation Authority (JTA) on a \$10M claim initiated by the Contractor. In instances where the Contractor submits a claim, the RS&H Team will review and analyze the claim, taking into account all contract documents and available documentation.

We will provide an analysis and recommended options, weighing the impacts of each option on the overall project. We are proactive, seeking out potential issues before they become major, and utilize strong communication skills to work through them with the Contractor, EOR, and the County.

Tab 7 - Staff Availability for Work Assignments

RS&H takes pride in being a vital part of the project team in helping the project continually move forward and being completed on time, on budget, and with an emphasis on quality and safety. We constantly work with the Contractor, owner, and other project stakeholders to detect challenges and resolve them before they cause delay to the project.

The RS&H Team proposed for the CEI Professional Services contract will be available to start the project on day one. The current workload for this team consists of the I-4 project for FDOT (Brent Wilkins, PE, Dewey Norris and Wyatt Dube) and the Bartow Operations Continuing Services contract (Brent Wilkins, Wyatt Dube, Matt Tocknell, Dewey Norris, Jason Kettering, Zach Rodriguez, Tyler Serman, and Scott Romanov). The I-4 Project will be completed in the end of 2025. Brent Wilkins will be 40% available for this contract when the projects start. The Bartow Operations projects are task work order driven, making the rest of the team 100% available to start the assigned projects. The proposed inspection staff are currently working on tasks for Bartow Operations that are all scheduled to be completed by November 2025, while Matt Tocknell will complete his current tasks no later than summer 2025, making each of them 100% available for this contract.

RS&H's current workload in Polk County consists of the Continuing Services CEI TWO contract with FDOT Bartow Operations. This contract includes providing CEI inspection services on a wide range of projects, including widening, resurfacing, signalization, ITS, intersection improvements, and safety projects. Our future workload in Polk County will be associated with new TWOs on the Bartow Operations contract.

RS&H has nine associates that call Polk County home and more than 40 associates in surrounding counties. We have been performing CEI services in Florida for over 40 years and have the ability to deliver each aspect of the scope of services. RS&H places an emphasis on cross training our associates, so each has the ability to step in for one another at any time. This is a commitment that has been made to ensure we always have associates available to fill in gaps that may arise on projects.

A successful project is not only an understanding of the scope, plans, and specifications but also having the experience, knowledge, and skills to ensure you can implement these to guarantee a winning project.

The RS&H Team will work closely with their inspection staff through all phases of the construction processes. All our team members have experience on roadway projects in Central Florida. Our Senior Inspectors were specifically chosen for this project based on their years of various roadway experience in order to deliver this project and exceed your expectation.



Tab 8 - Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

To: Brian Mowry (Name of Person completing survey)

Pinellas County (Name of Client Company/Consultant)

Phone Number: 727-742-4085 Email: bmowry@pinellas.gov

Subject: Past Performance Survey of Similar work:

Project name: Advanced Metering Infrastructure (AMI) Water and Reclaimed Water Meter Replacement

Name of Vendor being surveyed: RS&H, Inc.

Cost of Services: Original Cost: \$7M Ending Cost: Ongoing

Contract Start Date: 12/2023 Contract End Date: Ongoing

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

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

Printed Name of Evaluator Brian Mowry

Signature of Evaluator: Brian Mowry

Please fax or email the completed survey to: Brent Wilkins - Brent.Wilkins@rsandh.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

To: Gary Gray, CPM (Name of Person completing survey)

Pinellas County (Name of Client Company/Consultant)

Phone Number: 727-464-8883 Email: ggray@pinellas.gov

Subject: Past Performance Survey of Similar work:

Project name: Dansville Community Park

Name of Vendor being surveyed: RS&H, Inc.

Cost of Services: Original Cost: \$3.5M Ending Cost: Ongoing

Contract Start Date: 12/2025 Contract End Date: Ongoing

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

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

Printed Name of Evaluator Gary Gray

Signature of Evaluator: Gary Gray

Please fax or email the completed survey to: Brent Wilkins - Brent.Wilkins@rsandh.com

Revised 3.7.23

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Tab 8 - Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

To: Kirby Radford (Name of Person completing survey)

FDOT D1 - Bartow Operations Center (Name of Client Company/Consultant)

Phone Number: 863-519-4107 Email: kirby.radford@dot.fl.us

Subject: Past Performance Survey of Similar work:

Project name: CR 655 (Rifle Range) Street Lighting from 12th St. East to Dolly Ben Ct

Name of Vendor being surveyed: RS&H, Inc.

Cost of Services: Original Cost: \$1.1M Ending Cost: \$1.2M

Contract Start Date: 02/27/2023 Contract End Date: 08/16/2023

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)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Kirby Radford

Signature of Evaluator: Kirby D Radford

Please fax or email the completed survey to: Brent Wilkins - Brent.Wilkins@rsandh.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services

To: Kirby Radford (Name of Person completing survey)

FDOT D1 - Bartow Operations Center (Name of Client Company/Consultant)

Phone Number: 863-519-4107 Email: kirby.radford@dot.fl.us

Subject: Past Performance Survey of Similar work:

Project name: Wabash Ave Multi-Use Trail

Name of Vendor being surveyed: RS&H, Inc.

Cost of Services: Original Cost: \$3.1M Ending Cost: \$3.5M

Contract Start Date: 02/12/2024 Contract End Date: 12/16/2024

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
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 Kirby Radford

Signature of Evaluator: Kirby D Radford

Please fax or email the completed survey to: Brent Wilkins - Brent.Wilkins@rsandh.com

Revised 3.7.23

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Architecture / Engineering / Consulting

301 E Pine Street, Suite 350

Orlando, Florida 32801

rsandh.com

MASTER SERVICES 2025

Polk County

<u>Position</u>	<u>Range of Hourly Direct Rates</u>		<u>Range of Hourly Billing Rates</u>	
CEI Senior Project Engineer	\$ 85.31	\$ 102.72	\$ 259.77	\$ 312.79
CEI Project Admin/Project Engineer	\$ 55.00	\$ 68.97	\$ 167.48	\$ 210.02
CEI Assistant Project Engineer	\$ 44.10	\$ 54.00	\$ 134.29	\$ 164.43
CEI Contract Support Specialist	\$ 42.64	\$ 52.10	\$ 129.84	\$ 158.65
CEI Senior Inspector	\$ 33.20	\$ 43.86	\$ 101.10	\$ 133.56
CEI Senior Bridge Inspector	\$ 40.68	\$ 49.08	\$ 123.87	\$ 149.45
CEI Senior ITS Inspector	\$ 39.55	\$ 46.33	\$ 120.43	\$ 141.08
CEI Inspector	\$ 25.00	\$ 30.33	\$ 76.13	\$ 92.36
CEI ITS Inspector	\$ 28.08	\$ 28.08	\$ 85.51	\$ 85.51
CEI Inspector's Aide	\$ 20.80	\$ 24.13	\$ 63.34	\$ 73.48



Architecture / Engineering / Consulting

301 E Pine Street, Suite 350
Orlando, Florida 32801
rsandh.com

LABOR MULTIPLIER CALCULATION

Direct Labor	1.00000
Overhead/General/Administrative	1.42310
FCCM	0.00536
Direct Expenses	0.19660
Subtotal	<u>2.62506</u>
Profit (16%)	<u>0.42001</u>
TOTAL MULTIPLIER	3.05

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

- | | |
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| 1. Subcontractor Services | Actual Costs |
| 2. Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |