

## **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 Madrid Engineering Group, Inc. dba Madrid CDWG (the "Consultant") a Florida corporation, located at 2030 State road 60 East, Bartow, Florida 33830, and whose Federal Employer Identification Number is: 59-3156722.

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

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

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

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

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

### **1.0     Term**

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

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

### **2.0     Services to Be Performed by Consultant**

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

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

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

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

### 3.0 Compensation

#### 3.1 General

3.1.1 County shall pay Consultant in accordance with the “Madrid Engineering Group Schedule of Rates” and the “2023 Master Standard Fee Schedule for Filed & Lab Services” both of which are attached hereto, as a composite Exhibit “B”, incorporated herein by reference as part of this Agreement. The Madrid Engineering Group Schedule of Rates 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 Madrid Engineering Group



Schedule of Rates will result in nonpayment for such services.

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

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

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

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

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

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

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

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

3.1.9 By submission of an invoice, the project manager or designated payroll

officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

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

### 3.2 Reimbursable

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

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

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

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

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

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

#### 4.0 **Insurance**

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

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

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

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

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

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

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

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

4.1.8 In the event that subconsultants used by the Consultant do not have

insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance

requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

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

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

#### 5.0 Standard of Care

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

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

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

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

#### 6.0 Indemnification

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

##### 6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties,

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

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

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

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

## **7.0 Independent Contractor**

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

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

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

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of

payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

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

**(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE**

**APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

**10.0 Compliance with Laws**

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

**11.0 Subcontracting**

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

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

**12.0 Federal and State Taxes**

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

**13.0 Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the



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

**14.0 County's Responsibilities**

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

**15.0 Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

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

**17.0 Governing Law and Venue**

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

**18.0 Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

25.0 **Truth-In-Negotiation Certificate**

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

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

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

**26.0 Ownership of Documents**

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

**27.0 Access and Audits**

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

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

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

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

**28.0 Notice**

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

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

Attention: Director

As to Consultant: Madrid Engineering Group, Inc. dba Madrid CPWG  
2030 State Road 60 East  
Bartow, FL 33830

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

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

29.0 **Service of Process**

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

As to Consultant: Madrid Engineering Group, Inc. dba Madrid CPWG  
2030 State Road 60 East  
Bartow, FL 33830

30.0 **Contract Administration**

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

31.0 **Key Personnel**

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

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

Name: John Delashaw

Name: Andre Kniazeff

Name: Paul Passe

Name: Melkin Fructuoso

Name: Brett Arenas

Name: Michael Graves

Name: Jason McSwain

Name: Lennon Jordan

Name: David Shin

Name: Andy Acosta

Name: Cecil Allred

Name: Anthony Brown

#### 32.0. **Annual Appropriations**

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

#### 33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the

Consultant is not delayed by reasons beyond Consultant's reasonable control.

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

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

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

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

**35.0 Limitation of Liability.**

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

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



A. Certification(s).

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

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

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

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

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

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

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

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

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

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

**37. No Construction Against Drafter**

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

**38. Unauthorized Alien(s)**

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

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

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

Review as to form and legal sufficiency

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

**ATTEST:**

Madrid Engineering Group, Inc.  
a Florida corporation

By: Maria Niza Manu  
Corporate Secretary

By: John Delashaw

MARIA NIZA MANU  
[Print Name]

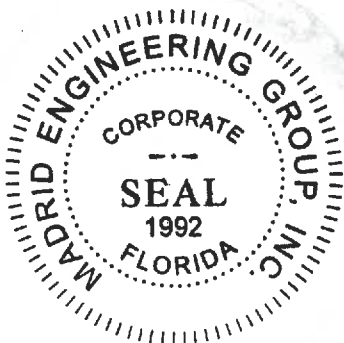
John Delashaw  
[Print Name]

DATE: 10/10/23

Principal  
[Title]

DATE: Oct. 10, 2023

**SEAL**



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

# Exhibit A

## RFP NOTICE

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

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

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

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

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

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

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

## RFP REGISTRATION

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

RFP Number: 23-328

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

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

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

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

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

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

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

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

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

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

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

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

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

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

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

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

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

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



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

***Electronic Proposals Submittal:***

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

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at [michaelguerrero@polk-county.net](mailto:michaelguerrero@polk-county.net).

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

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

**REQUEST FOR PROPOSAL 23-328**

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

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

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

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

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

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

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

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

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

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

## **INTRODUCTION**

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

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

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

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

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

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

## **SCOPE OF SERVICES**

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

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

## **AGREEMENT**

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

## **EVALUATION CRITERIA**

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

### **Tab 1 Executive Summary**

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

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

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

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **BID OPENING**

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

### **Selection Process**

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

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

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

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

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

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



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

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

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

Subtotal Points-20 points

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

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

Subtotal Points-80 points

by the following process:

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

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

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

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ATTENTION PROPOSERS**

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

You may register by going to the following link:

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

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

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

## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

## **INDEMNIFICATION**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

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

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

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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



## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

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

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

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

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

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

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

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

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

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

## **LIMITATIONS**

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

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

## **PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST**

**BARTOW, FL 33830**

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

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

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

**A. Certification(s).**

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

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

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

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

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

## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

# EXHIBIT 1

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

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

### **Sending the Survey**

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

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

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

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

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

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

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

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

### **Preparing the Surveys**

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



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

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

Subject: Past Performance Survey of Similar work:

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

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

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

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

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

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

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

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

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

Exhibit "A"  
Specific Services

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

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

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

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

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

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

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





May 10, 2023

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

**ADDENDUM #1**

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

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

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

---

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

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

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

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

ADDENDUM #1

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

**CLARIFICATION**

**DELETE IN ITS ENTIRETY:**

**Page 20, Contractual Matters**

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

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

**REPLACE WITH:**

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

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

**DRAFT AGREEMENT  
MASTER CONSULTING AGREEMENT**

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

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

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

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

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

**1.0 Term**

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

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

**2.0 Services to Be Performed by Consultant**

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

acceptance of the work

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

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

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

## 3.2 Reimbursable

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

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

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

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

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

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

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

#### 4.0 **Insurance**

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

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

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

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

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

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



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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

## 5.0 Standard of Care

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

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

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

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

## 6.0 Indemnification

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

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

6.2 Indemnification.

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

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

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

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

7.0 Independent Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.0 Subcontracting**

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

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

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

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

13.0 **Public Entity Crimes**

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

**17.0 Governing Law and Venue**

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

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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



herein.

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

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

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

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

## **26.0 Ownership of Documents**

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

## **27.0 Access and Audits**

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

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

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

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

28.0 **Notice**

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

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

As to Consultant:

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

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

29.0 **Service of Process**

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

As to Consultant:

30.0 **Contract Administration**

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

31.0 **Key Personnel**

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

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

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

32.0 **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

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

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

Review as to form and legal sufficiency

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

**ATTEST:**

**COMPANY Name**

a \_\_\_\_\_

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

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

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

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

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

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

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

**SEAL**



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

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

\_\_\_\_\_ (Official Notary Signature and Notary Seal)

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

May 18, 2023

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

### **ADDENDUM #2**

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

---

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

---

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

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

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

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

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

ADDENDUM #2

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

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

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

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

June 1, 2023

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

**ADDENDUM #3**

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

---

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

---

Contained within this addendum: Question asked and answered.

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

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

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

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

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

ADDENDUM #3

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

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

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

Response to Request for Proposal #23-328

# PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING AND INSPECTION

June 14, 2023



## Submitted by:

### Madrid CPWG

Contact: John Delashaw, PE

Phone: 863-533-9007

[John.delashaw@madridcpwg.com](mailto:John.delashaw@madridcpwg.com)



## Submitted to:



**Polk County Board of County  
Commissioners Procurement Division**

330 West Church Street, Room 150  
Bartow, Florida 33830

# AT THE READY.





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# TAB 1

## Executive Summary



## EXECUTIVE SUMMARY

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June 14, 2023

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, Florida 33830

RE: Executive Summary (Tab 1)

Request For Proposal 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection



Dear Evaluation Committee Members,

Madrid Engineering Group d/b/a Madrid CPWG (Madrid), an award winning, local (Bartow-based), geotechnical & CMT/CEI specialty engineering consultant, is enthusiastic about the opportunity to propose for RFP No. 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection. Our extremely well qualified staff has a long and successful history providing these services to numerous public sector clients throughout Florida (Polk County, City of Bartow, City of Lakeland, City of Plant City, City of Haines City, Orange County Public Schools, etc., etc.) with special emphasis on Polk County. Our company started as Madrid Engineering Group over 30 years ago and we've been in Polk County since Year Two. Our corporate office is located at 2030 State Road 60 East, in Bartow, Florida, 33830 and we so happen to specialize in these specific services that we offer to our fine County.

As you read through our proposal, you will find that we meet and exceed expectations and requirements for every scoring factor you have in this RFP. Our staff has completed over 10,000 projects throughout Florida, but principally in Polk County. More specifically, we have previously worked on numerous Polk County projects (several directly under our current and recent contracts with Polk County and others as a subcontractor to other engineering firms under their contracts with the County). Most of our projects in Polk County have included investigating soil conditions and providing foundation and site development recommendations along with construction recommendations and associated testing and inspection services. We were founded as a specialty Geotechnical Engineering company, which remains our primary area of expertise, but our company has grown right along with Polk County as we have significantly expanded our capabilities over the past decade to offer Structural Engineering, Environmental Services and Construction Materials Testing and Inspection Services, and have more recently as Madrid CPWG added other engineering services.

Some recent projects where Madrid provided geotechnical engineering services for the County include Johnson Avenue emergency sinkhole response and remediation efforts as well as a subsidence investigation at Power Line Road, geotechnical and materials testing services for CRUSA water distribution facility, geotechnical and materials testing services for multiple fire rescue stations, sheriff's facilities and roads and drainage facility expansions, pavement evaluations for various parking lots and roadways, bridge and retaining wall foundations, and multiple projects at the North-Central Landfill, among others. Details for some of these projects are included later in this RFP with their representative evaluations.

Madrid Engineering Group, Inc. is an innovative, energetic, responsive, knowledgeable, local firm with deep resources. We employ just under 50 full-time staff out of our headquarters in Bartow, we have in-house certified soils and materials laboratories and have our own drilling (SPT)/coring/CPT rigs as well as both a barge and pontoon boat for working on water. You will find us listed as a specialty subconsultant to numerous other larger civil firms that may also work for Polk County on other contracts; however, if you have a need for our specialty services alone as a result of the tremendous current growth and future potential that Polk County has, you can work directly with us as we have been doing for many years. We believe that we have been providing excellent service on your projects (as shown on the attached surveys included herein) and we will continue to do so! We look forward to working with you to solve infrastructure and engineering problems – the more difficult, the more rewarding the outcome – and to carefully monitor the construction methods, materials, and personnel to assure conformance to the design.



## EXECUTIVE SUMMARY

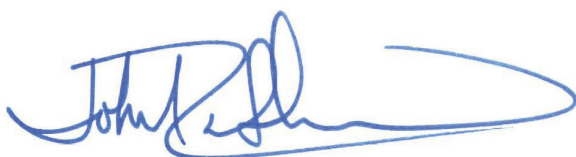
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To specifically address Tab 1 Executive Summary from the RFP document:

- a) Madrid Engineering Group, Inc., 2030 State Road 60 East, Bartow, FL 33830.
- b) Primary Contact Person for this RFP: John E. Delashaw, P.E. (Contract Manager), 863-533-9007, John.Delashaw@madridcpwg.com
- c) 32 years in business
- d) Currently 47 full time employees at our Bartow facility (40 additional staff at our Tampa facility)
- e) See attached documentation regarding incorporation.
- f) See attached documentation regarding applicable certifications.

Sincerely,

Madrid Engineering Group, Inc.



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John Delashaw, PE

Principal, Madrid Engineering Group



## EXECUTIVE SUMMARY

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

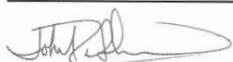
SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and  
CONSTRUCTION MATERIAL TESTING and INSPECTION

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

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

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

Company Name: Madrid Engineering Group

Signature: 

Title: Principal

Date: May 31, 2023

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 31<sup>st</sup> day of May, 2023, by  
John Delashaw (name) as Principal (title of officer) of  
Madrid Engineering (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: Krystal Baker

Notary Commission Number and Expiration: 66 973932

(AFFIX NOTARY SEAL)



KRYSTAL BAKER  
Commission # GG 973932  
Expires April 7, 2024  
Bonded Thru Budget Notary Services

**EXECUTIVE SUMMARY**

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May 18, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA****ADDENDUM #2****RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection**

---

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

---

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

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


Michael Guerrero

Sr. Procurement Analyst  
Procurement Division

---

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

---

Signature: 

Printed Name: John Delashaw

Title: Principal

Company: Madrid Engineering Group, Inc dba Madrid CPWG



**EXECUTIVE SUMMARY**

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May 10, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA****ADDENDUM #1****RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection**

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

Signature: 

Printed Name: John Delashaw

Title: Vice Principal

Company: Madrid Engineering Group

**EXECUTIVE SUMMARY**

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June 1, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA****ADDENDUM #3****RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection**

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

---

Contained within this addendum: Question asked and answered.


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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

Signature: 

Printed Name: John Delashaw

Title: Principal

Company: Madrid Engineering Group, Inc dba Madrid CPWG



## EXECUTIVE SUMMARY

# *State of Florida*

## *Department of State*

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

The document number of this corporation is P92000014732.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 10, 2022, 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 Seventh day of March, 2022*



*Randy R. R.*  
Secretary of State


Tracking Number: 2411288610CU

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

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




# EXECUTIVE SUMMARY



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES


**DELASHAW, JOHN EDWARD**

2030 STATE ROAD 60 EAST  
BARTOW FL 33830

**LICENSE NUMBER: PE48154**


**EXPIRATION DATE: FEBRUARY 28, 2025**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES


**PASSE, PAUL D**

2030 SR 60 E  
BARTOW FL 33830

**LICENSE NUMBER: PE34750**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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## EXECUTIVE SUMMARY

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary 

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**KNIAZEFF, ANDRE**  
326 FAIRWAY BLVD.  
PANAMA CITY BEACH FL 32407

**LICENSE NUMBER: PE81315**


**EXPIRATION DATE: FEBRUARY 28, 2025**


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 Ron DeSantis, Governor

Halsey Beshears, Secretary 

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL GEOLOGISTS**


THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**GRAVES, MICHAEL ALLEN**  
AMERICAN COMPLIANCE TECH INC  
AMERICAN COMPLIANCE TECHNOLOGI  
1875 WEST MAIN STREET  
BARTOW FL 33830

**LICENSE NUMBER: PG51**

**EXPIRATION DATE: JULY 31, 2022**

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# TAB 2

## Approach to the Project



## APPROACH TO THE PROJECT

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Madrid's experience over the past 30 years of Polk County's diverse growth provides the basis for a deep understanding of the County's needs, the ability to work with County staff, and ability to "hit the ground running" on any assignment. Madrid's structure is such that we have a Contract Manager, a Principal-In-Charge, a QA/QC Manager and Service Area Leads for the primary service areas to be supported by this Contract as detailed herein. It is possible that a firm principal or Contract Manager may serve more than one role depending on the complexity of a particular assignment. It is important to note that our repeated awards for being one of Florida's "Best Places to Work" has enabled us to retain key staff for many years which provides confidence that key team members will be maintained for the duration of the Contract.

Our project approach is designed to first gain an understanding of the overall objectives and potential obstacles of an assignment; then to provide the staff and equipment necessary to investigate and gather engineering data; and finally, to design and effectively communicate the appropriate solution(s) in a cost-effective manner. Once we have clearly identified the objective(s) for each project, including scope, costs, deliverables and deadlines, we will work with the County to define a preferred method of communication, either by face-to-face meetings, phone calls, emails, online meetings, or a combination thereof. Our Contract Manager will serve as the single point of communication at Madrid related to Contract responsibilities and requirements. For each particular Task Assignment, we also assign a single point of contact for that project, typically the Project Manager, to facilitate seamless interaction between County and Madrid staff. We also encourage open communication where, if necessary, County staff may elect to contact key Madrid staff, whether more or less senior than the primary contact person, for a particular assignment to make sure that each project progresses in a timely manner.

The foundation for Madrid's strength is the reliability of our team with respect to quality, value engineering, in-house services and professionalism from start to finish. Value engineering means that we will identify multiple solutions for each project, and evaluate the pros and cons for each solution, and recommend the highest value solution to the County. We can do this because of our broad understanding of alternative geotechnical methods and past implementation of innovative solutions that are available to our geotechnical engineers, such as mechanically stabilized soils and embankments, soil improvement methods such as cementitious or chemical grouting, deep dynamic compaction, use of lightweight substitutes for soil (Geofoam), geogrids and geotextiles, erosion control products, etc. For some projects, construction management, materials testing, and/or construction engineering inspection (CEI) services are required, and our fully certified in-house staff is highly experienced in each of these areas. Our project approach requires working with the Contractor(s) as an extension of the County's staff and as their representative to provide timely services and solve problems in the field, and ensure projects are delivered on time, on budget and with all QA/QC requirements met. Effective communication and insistence on quality are key elements to delivering successful projects, as explained further below.

**GEOTECHNICAL ENGINEERING:** Madrid is a full-service geotechnical engineering firm. Madrid will complete any and all geotechnical engineering requests for the scope items envisioned under this RFP. John Delashaw, PE will serve as Madrid's overall Contract Manager but also as an important technical resource for all geotechnical assignments. Andre Kniazeff, PE is the Geotechnical Services Area Lead and as task assignments are received Mr. Kniazeff will either serve as or assign a Project Manager (PM) for each assignment, based on the challenges of the job versus the experience, technical capabilities and availability of the various PM's. Our project managers include professional engineers and geologists, all licensed in the State of Florida. Although each assignment will have a specific PM readily available to communicate with task personnel, County staff are encouraged to communicate

## APPROACH TO THE PROJECT

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directly with Mr. Delashaw if a single point of contact is preferred. Madrid's management structure as described above ensures the accessibility to key personnel, which results in speed, efficiency, and seamless transitions between project milestones.

Madrid has the personnel, equipment, expertise, location and internal quality control procedures to ensure all of the services listed in RFP 23-328 are met with the reporting and recommendations required for the completion of a successful project. Our office, field and laboratory personnel are licensed and certified as appropriate; this along with their added multiple years of experience and "can-do" attitude provides the necessary components for a successful project. Madrid's personnel have gained extensive experience evaluating subsurface site conditions and reliably quantifying soil and rock behavior particular to the Polk County geographic area, including expertise in dealing with mined lands, wetlands, organic deposits, sandy soils, and sinkholes. We are experienced in designing and implementing a wide range of field investigation programs from roads, bridges, utilities, buildings and other infrastructure projects. Madrid has an internal project scheduling and task management methodology that allows the PM to break down projects into small tasks and assign specific schedules and budgets to the employee completing that task. This allows the employee the ability to ensure their particular task is completed within the specified budget and schedule which helps keep the overall project on track as well.

**CONSTRUCTION MATERIALS TESTING (CMT) AND INSPECTION:** Madrid will provide ACI-, CTQP-, and CMEC-certified, and FDOT-approved Construction Inspection personnel and materials testing services for asphalt, aggregates, concrete, soils, deep foundations, and geotextiles. Similar to the structure for geotechnical assignments, Jason McSwain is the Construction Services Area Lead and as task assignments are received Mr. McSwain will either serve as or assign a Project Manager (PM) for each assignment, based on the challenges of the job versus the experience, technical capabilities and availability of the various PM's and technicians. Madrid employs unique solutions, including a specialized and versatile, truck-mounted, coring rig developed to quickly obtain asphalt or concrete paving core samples. Madrid's field and laboratory testing personnel submit all of their reports to a central location for QA/QC and also for checking against submitted timesheets to ensure that all of the project records are both correct and consistent across the various reports. This asset gives the County access to a department capable of delivering a complete set of construction materials testing and CEI services at a single point of contact. Madrid uses its own forms for the various services and testing we perform but, when required, Madrid staff are also used to using specific client required reporting forms if needed. Madrid's field and laboratory personnel are also experienced at working with, scheduling, coordinating testing programs, and communicating with commercial contractors and has working relationships with many of the local contractors. We can staff projects on an on-call basis, facilitating smaller jobs, as well as providing full-time inspectors, quality control managers, and senior projects engineers, for larger projects. Madrid understands that on-call inspection and testing services require prompt response times and flexibility to meet the demanding schedules of today's construction projects.

**QUALITY ASSURANCE / QUALITY CONTROL (QA/QC):** We understand that Quality Control is very important to our clients. The Chief Executive Officer of Madrid, Mr. Steve Tarte, will be in responsible charge of Quality Assurance/Quality Control. Our QA/QC process begins with developing a clear understanding of the scope of work, client expectations, and required level of effort. QA/QC must be performed throughout the project and when performed effectively, early, and continually throughout a project it results in good decisions being made at the right time with an overall increase in efficiency, quality, and client satisfaction. When necessary by specific project requirements, we also adhere to project specific Quality Control Plans as provided by various clients and/or developed by Madrid.



## APPROACH TO THE PROJECT

**Quality Assurance Processes:** Madrid takes great pride in the efforts taken in order to ensure the quality of all of the professional services that we provide. We provide broad-based internal awareness training for all staff working on our diverse project types so that, no matter what their role, our staff understand the various aspects, goals, and work efforts that are required to produce these important services to our clients. Because we work for several different client types, including directly for attorneys (we do many forensic investigations and regularly provide expert testimony), we have a very well-rounded understanding of the information that is required and how the information is used after we issue our reports. Since the founding of our firm, Madrid has strictly adhered to quality principles that govern how we obtain materials and test them in our laboratories, but through our experience gained over the years, we have instituted a very strong quality assurance review process to assure that our reports (the final work product) were not only technically correct but have the highest quality.



**INNOVATIVE APPROACHES:** We believe that Madrid is one of the most innovative geotechnical companies in Florida. Innovation is a core competency of our company, in part due to our philosophy of “Appropriate Design” (meaning that geotechnical design services should be tailored to the project needs and be appropriate to the budget available while remaining technically sound). In order to accomplish this, we require our engineers to be knowledgeable of all major soil improvement methods. This includes innovative geotechnical solutions such as incorporating the use of geotextiles and geogrid reinforcement, use of wick drains, stone columns, vibro-flotation, CSV columns, helical anchors, excavation and replacement, lightweight fills, deep dynamic compaction, monitored surcharges, and other ground improvement methods. Two additional methods, chemical grouting and phosphocrete™, are means of chemical stabilization of soft/loose soils. Madrid is also the authorized technical resource for CONSOLID soil stabilization additive for the United States. CONSOLID, available for many years in other countries, involves mixing dry and wet components with soil and when compacted in place causes a chemical reaction that results in a very high increase in bearing value and nearly eliminates soil permeability. The improved hydrophobic soil makes a premium base material and can also be used as a running surface for unpaved roads. A few trial projects have been completed on Polk County roads.

Madrid developed Phosphocrete™, which is a proprietary chemical mix design invented by Larry Madrid. Phosphocrete™ promotes a rapid reduction in moisture content in very soft clays, thereby immediately stiffening them while also providing long-term pozzolanic reactions that increase cementation strength and reduces compressibility over time. This translates to a unique and cost effective approach for earthwork preparation. Another specialty Madrid offers is the design and construction inspection of lightweight fills including Geo-foam and permeable low density cellular concrete (PLDCC) as soil improvement methods. Geo-foam is a lightweight soil replacement material consisting of expanded polystyrene (EPS) blocks that weigh just 1 to 2 pounds per cubic foot (PCF) to replace soils that weigh between 100 - 120 PCF, thereby unloading the foundation soils. If the underlying, highly compressible soils are unloaded, they cannot and will not experience additional compression and consolidation. Madrid has employed both of these materials in multiple Polk County projects. Two notable and award-winning projects include using Geo-foam on the SR 37 sewer main project in Mulberry and using PLDCC for a segment of West Lake Eloise Drive in Winter Haven.

# TAB 3

Experience, Expertise, Personnel and Technical Resources



## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

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### Assigned Personnel and Experience

Madrid has assembled a highly qualified, highly experienced team of professionals and technical support staff to provide the services required for this RFQ. Below we present a brief summary and **role** for the key staff selected for this project (those staff whose role is in **blue text** have resumes included herein). We also provide estimated base level allocation for this Continuing Services Contract but we also understand that these kinds of contracts will often have peaks and valleys of demand; our team and resources are set up such that we can accommodate the flexibility needed to apply sufficient resources during those peak periods as may be needed. We note that, particularly for field inspectors, often your needs may change quickly from 0 to 100% as projects arise and we recognize that there will be periods where 100% allocation of these staff will be required (please consider this when reviewing approximate allocation levels provided). We have the available resources to shift our numerous inspectors as needed to free up as needed for 100% allocation.

### Senior Management Staff

#### **Steve Tarte – Madrid Chief Executive Officer**

Mr. Tarte has more than 20 years of managerial experience in the consulting engineering field and over a wide range of projects. He has developed and managed projects with municipal, state and federal agencies, as well as private corporations. As Madrid's Chief Executive Officer, Mr. Tarte will provide a **Senior QA/QC** role to this contract and provide recommendations and work product support as needed throughout the contract duration. Mr. Tarte has managed projects and personnel in over fifteen states with public agencies such as The Army Corps of Engineers Districts (St. Paul, St. Louis, Rock Island, Vicksburg, New Orleans, Jacksonville, and the Waterways Experiment Station), the Fish and Wildlife Service, National Park Service and the US Geological Survey. Clients in state agencies include the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Illinois Department of Transportation, the Chicago Metropolitan Reclamation District, the Florida Department of Transportation and the State Engineers Office of New Mexico. Municipal agencies include The City of Tallahassee, St. Pete Beach, Orlando and Maitland, Hillsborough, Orange, Seminole, Leon and Lake Counties. Mr. Tarte has also participated in numerous Value Engineering exercises. Mr. Tarte would be able to devote about 15% of his time to the needs of Polk County.

#### **John Delashaw, PE – Principal Engineer**

Mr. Delashaw currently serves as a Principal of the firm, overseeing the four GeoSciences Divisions (Geo-Engineering, CMT/CEI, Drilling and Forensics) that operate out of the Bartow and is the project principal and/or technical lead for many geotechnical projects performed by Madrid. Mr. Delashaw will be the overall **Contract Manager** and **Lead Technical Advisor** for geotechnical projects as well as for CMT services as needed throughout this contract. His primary experience includes project management and technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations, including subsidence investigations. He has provided expert witness testimony on forensic projects as needed and has been in responsible charge of numerous soil stabilization projects. Much of his over 33 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; sinkhole investigations, evaluation and stabilization; roadway soil surveys; pavement design; and various pipeline projects, including the use of trenchless construction technologies. Other project experience includes management of Quality Assurance/Quality Control activities, resolution of construction issues associated with geotechnical-related challenges, civil and stormwater design, and surface water hydrology. Predominant project experience includes projects throughout the state of Florida but he has worked on projects in Guam, Puerto Rico, Hawaii, California, Utah, and Mississippi. Mr. Delashaw would be able to devote 20% of his time to the needs of Polk County.



## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

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### Geotechnical Services Staff

#### **Andre Kniazeff, PE – Chief Geotechnical Engineer**

Mr. Kniazeff's primary experience includes project management and technical direction of geotechnical engineering projects, geotechnical field investigations, materials testing, and environmental projects for numerous public and private sector clients. Mr. Kniazeff will serve as **Geotechnical Service Area Lead** for this contract. Much of his geotechnical engineering experience was gained from planning and coordinating subsurface explorations and laboratory testing programs, deep and shallow foundation system design, roadway design recommendations, earthwork projects and sinkhole investigations. Mr. Kniazeff excels at maintaining project budgets, timelines, overseeing project managers and field crews and client communications. Additional project experience includes soil improvement techniques, design of retaining walls including MSE walls, pipelines, new commercial, residential and industrial projects, stormwater pond recommendations and monitoring well installations. Project experience includes projects throughout Florida. Mr. Kniazeff would be able to devote 35% of his time to the needs of Polk County.

#### **Paul Passe, PE – Senior Geotechnical Engineer**

Mr. Passe has 40 years of experience working on roadway and bridge projects with the Florida Department of Transportation. He currently serves as the Senior Geotechnical Engineer/Project Manager for transportation projects at Madrid. Mr. Passe will serve as a **Geotechnical Project Manager** for this contract, primarily to support transportation-based projects. He has extensive experience and knowledge of FDOT Specifications and guidelines and spent 13 years of his career working directly for the FDOT; four years as District Geotechnical Engineer for District 5, and another eight years as the State Geotechnical Engineer, acting as Senior Reviewer and troubleshooter for projects statewide as well as providing guidance and leadership for geotechnical policy and procedures for the FDOT. He has served as the Geotechnical Engineer of Record (EOR) on prominent projects throughout the State and his experience encompasses all aspects in the field of geotechnical engineering. Mr. Passe's specific areas of expertise include soils analysis, shallow and deep foundation design, MSE wall design, lateral capacity analysis, roadway design, slope stability analysis, settlement and consolidation analysis, Rock Quality Designation (RQD) and Design Side Shear Resistance of Limestone. Mr. Passe would be able to devote 25% of his time to the needs of Polk County.

#### **Melkin Fructuoso, Meng., MCs., EI – Geotechnical Engineer**

Melkin Fructuoso currently has 15 years of experience in the field of geotechnical engineering. Mr. Fructuoso will serve as a **Project Engineer** and Project Manager as needed for this contract. Much of his geotechnical engineering experience has been gained from working on projects in the areas of: shallow and deep foundation systems, earthworks and site development, soil improvement techniques, specialty soil sampling and testing, and sinkhole evaluation and remediation. Mr. Fructuoso is currently pursuing his PhD in Geotechnical Engineering from the University of Central Florida and is also an adjunct professor of geotechnical engineering for the Autonomous University of Santa Domingo. Mr. Fructuoso would be able to devote 50% of his time to the needs of Polk County.

#### **Brett Arenas – Drilling Services Manager**

During his 37-year career, Mr. Arenas has worked on many challenging geotechnical drilling projects throughout the country as well as in the state of Florida. Mr. Arenas will serve as **Geotechnical Field Operations Manager** for this contract. Mr. Arenas currently serves as the Madrid CPWG Drilling department head and leads most of the company's drilling projects. Much of his geotechnical and environmental drilling experience comes from performing geotechnical field investigation and testing for site development, evaluation, stabilization, roadway, bridges, and other infrastructure projects, as well as environmental impact studies for plume delineation and contaminant cleanup through the installation of water wells and exploratory borings. Mr. Arenas has worked on FDOT and other agency projects throughout Florida, drilling from barges, through bridge decks and difficult access projects. Brett Arenas has established an important role with Madrid Engineering because of his experience in the geotechnical industry and, by sharing his knowledge, has trained our drillers so that Madrid can continue to offer superior quality of field testing that has been given to our clients throughout the years. Mr. Arenas would be able to devote 20% of his time to the needs of Polk County.

## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

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### **Michael Graves, PG, CPG – Senior Geologist / Senior Project Manager**

Much of Mr. Graves's 40-year work experience includes completing hydrogeologic assessments throughout the State of Florida, preparing and implementing Ground Water Monitoring Programs, and environmental audits, working on projects in the areas of petroleum-related ground water quality assessments and remediation projects, hazardous and non-hazardous waste management, environmental site assessments, geophysical studies and mineral exploration/economic geology. He will serve as the **Environmental Services Area Lead** for Madrid if needed.

### **Construction Material Testing & Inspection Services Staff**

#### **Jason McSwain – Construction Services / CEI Manager – Senior Project Manager**

Mr. McSwain has 16 years of experience with Madrid and has managed a myriad of both geotechnical engineering projects and construction inspection and testing projects throughout his years with Madrid. Mr. McSwain will serve as **Construction Material Testing and Inspection Service Area Lead** and provide technical direction for Construction Services assignments under this contract. He supervises staff and evaluates budgets and proposals for testing and inspection work for FDOT, other government clients, and private enterprise; and has worked directly with Polk County staff for many years. In addition to materials (asphalt, concrete, soil, limerock, etc.) testing and evaluation, he works with our engineering staff for pile driving inspection and drilled shaft inspection services. He also maintains extensive experience in plans preparation, field and laboratory testing assignments, soil boring characterizations, contract management, resource allocation and a significant variety of computer software including Computer Aided Design (CAD) programs. His duties also include marketing and business development as well as project management for FDOT contracts. His staff of well-certified and highly experienced inspectors and technicians are well-trained in monitoring construction activities of the contractor to assure compliance and construction quality standards. These inspectors and technicians are prequalified with the FDOT for various tasks (see supplemental table below). Mr. McSwain would be able to devote about 25% of his time to the needs of Polk County.

#### **Lennon Jordan, PE – Chief Structural Engineer / Senior Project Manager**

Mr. Jordan has extensive experience in the fields of civil and structural engineering, analysis and design, construction administration, and quality assurance. He will serve as **Structural Service Area Lead** and **Threshold Inspector** as needed for this contract. Mr. Jordan's primary experience includes project management, program management and technical direction of multi-disciplined engineering projects for numerous public and private sector clients. He is also a Certified Special Inspector (threshold inspector) and a Certified General Contractor (Contractor's license status inactive but he maintains current continuing education so that license can be activated at any time). Much of his significant engineering experience has been gained from directing civil engineering and planning projects that include transportation corridor studies, roadway design, bridge design, site design, structural design, park and recreation facilities, water resources, utility systems, landfills, and similar projects. Other project experience includes construction management, construction engineering and inspection (CEI), forensic investigations, eminent domain, construction claims, product liability, design errors and omissions, and others. Predominant project experience includes projects throughout the state of Florida but his work extends to South Korea, Puerto Rico, New Mexico, Montana, Louisiana, New Jersey, West Virginia, Virgin Islands, and other project locations. Mr. Jordan would be able to devote about 20% of his time to the needs of Polk County.

#### **David Shin, EI – MAT Engineer Intern**

Mr. Shin has been serving as an engineering intern at Madrid since early 2021 and will serve as an **MAT Engineering Intern** and Assistant Project Manager as needed for this contract. His primary areas of exposure/experience include project management assistance, geotechnical field investigations, and geotechnical engineering analysis. Through his education and professional experience, he has experience in numerous technical software such as AutoCAD and ArcGIS and is continuing to develop his skills in numerous specialty software including gINT and GeoStudio. Much of his geotechnical engineering experience has been gained from working on projects in the areas of shallow and deep foundation systems, earthworks and site development, roadway soils, pavement evaluations and soil improvement techniques. He also has experience with conducting technical research, writing technical reports, and soils lab testing. He assists Madrid CPWG's project managers with design/calculation support, proposals, and field/laboratory testing projects.

## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

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### ***Andy Acosta – Lab Manager***

Mr. Acosta has over 17 years of experience working in the DOT Construction Materials Testing industry. Andy has extensive laboratory testing and asphalt plant experience, and will serve as the **Laboratory Manager and will assist with the CMT Services as needed** for this contract. His responsibilities include managing day to day operations of the geotechnical soils laboratory and materials testing facility as well as serving as a Senior Inspector when those peak need periods arise. He currently serves as the Laboratory Manager for Madrid, as well as for Madrid's asphalt production facility inspection group. He has a thorough understanding of all County, FDOT, Turnpike, and FAA specifications and construction procedures and maintains a great working relationship with those agencies, as well as Central-Florida municipalities. Mr. Acosta would be able to devote about 20% of his time to the needs of Polk County.

### ***Cecil Allred – Senior CEI Inspector / Roadway & Utility Installation Inspector***

Mr. Allred has more than 13 years of experience with inspection and testing services for roadway and infrastructure projects; 9 of which has been with Madrid. He is a highly experienced roadway inspector and is second-to-none when it comes to earthwork or asphalt placement inspection operations. He has extensive experience on many Polk County projects, including the SR-37 Gravity Sewer installation project in 2017 and the CRUSA Water Production Facility in 2018. Additional projects in which Cecil provided inspection or verification technician services include: SR555 (US 17), Bartow; Southern Wine and Spirits Facility, Lakeland; SR 70, Arcadia; SR 45 (US41) Manatee County; Veterans Expressway, Hillsborough County; SR 35 (US 98), Lakeland; and the Suncoast Parkway, New Port Richey. He has also performed numerous FAA inspections and received his Airfield Pavement Inspection certification as provided by the Florida Department of Transportation Aviation Office. Mr. Allred would be able to devote about 20 to 30% of his time to the needs of Polk County.

### ***Anthony Brown – Senior CEI Inspector / Senior Pavement Analyst***

Mr. Brown has 9 years of experience working in the FDOT CEI industry since 2014 and specializes in multiple areas of construction inspection, including: asphalt plant inspection, earthwork, concrete, asphalt paving, drilled shaft inspection, and pile driving inspection. He maintains an exemplary understanding of FDOT specifications and construction procedures and has worked directly out of the District 1 Materials Office as a consultant. He has successfully completed numerous FDOT and County projects that included sampling, testing, and reporting. Mr. Brown also has extensive laboratory testing experience including aggregate, soils, and concrete. Mr. Brown would be able to devote about 20 to 30% of his time to the needs of Polk County.

## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

Below is a matrix containing the FDOT CTQP certifications and qualifications of the Madrid CEI staff

MADRID CPWG																																			
CTQP QUALIFICATION MATRIX																																			
TECHNICIAN TRAINING IDENTIFICATION NUMBER (TIN)	YEARS EXPERIENCE	YEARS WITH MEG	LAB								FIELD																								
			AC AGGREGATE BASE TESTING TECHNICIAN	AC AGGREGATE TESTING TECHNICIAN I	AC AGGREGATE TESTING TECHNICIAN II	CTQP AGGREGATE BASE TESTING TECHNICIAN	CTQP LAB TECHNICIAN	CTQP CONCRETE LAB I	AC CONCRETE LAB TECHNICIAN I	AC CONCRETE LAB TECHNICIAN II	CTQP ASPHALT PAVEMENT TECHNICIAN	CTQP ASPHALT PAVEMENT CONSTRUCTION INSPECTOR I	CTQP ASPHALT PAVEMENT CONSTRUCTION INSPECTOR II	CTQP ASPHALT PAVEMENT CONSTRUCTION INSPECTOR III	CTQP ASPHALT PAVING INSPECTOR I	CTQP ASPHALT PAVING INSPECTOR II	CTQP CONCRETE FIELD I	CTQP CONCRETE FIELD II	FDOT Concrete Field Inspector Specification	AC CONCRETE FIELD	AC CONCRETE TRANSPORTATION CONSTRUCTION INSPECTION ETC.	EMERGED SHIRT INSPECTOR	FIELD BATCH INSPECTOR	QC Manager	Field Estimator I	Field Estimator II	NOT ADVANCE	QUALIFIED SAMPLER TECHNICIAN	Qualified Surveyor/ Management Inspector	IMSA Signal Inspector	IMSA Signal Technician I	Concrete Batch Plant Operator			
ANDY ACOSTA A22301976	15	1	X				X			X			X	X	X																				
ANTHONY BROWN B65001988	9	9									X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X			
CHRIS BOYD B30010461	1	1											X	X																					
CECIL ALLRED A46311585	16	9									X	X		X	X	X		X	X				X	X	X	X									
BRIAN NEESON N25007070	24	12																																	
DOUG JORDAN J63517690	9	9	X	X	X	X	X	X	X	X	X	X				X		X	X										X						
DOUG PARTINGTON P63516260	28	7	X	X		X	X					X	X	X		X	X	X		X	X							X	X						
EDGAR GONZALEZ G24020580	9	8										X	X		X	X	X		X		X	X	X	X	X	X			X				X		
KAILEY MEADE M30051392	2	1												X	X																				
LANCE CONLEY C54011287	1	1										X	X	X	X	X	X		X	X								X							
MIGUEL SANCHEZ S2254187	15	14	X				X												X									X							
MITCHELL BRUNER B65655686	4	4										X	X	X	X		X		X							X	X	X							
NOLAN CAVAN C15063687	4	4												X	X													X							
RANDALL RICHEY R20073784	10	1										X				X				X			X												
SONJA OWENS O52079265	7	1												X	X	X	X																		
WILLIAM GIBSON G12593093	6	6	X	X		X	X	X	X	X	X	X	X		X	X	X		X	X								X	X						
VALETTIN DEJESUS D22286099	6	6	X	X								X	X																						
TOTAL TECHNICIANS	17		6	4	1	3	5	2	2	3	10	9	9	8	9	8	8	1	7	10	1	2	3	3	4	4	9	3	2	1	1	1	2		

### Sub-Consultants

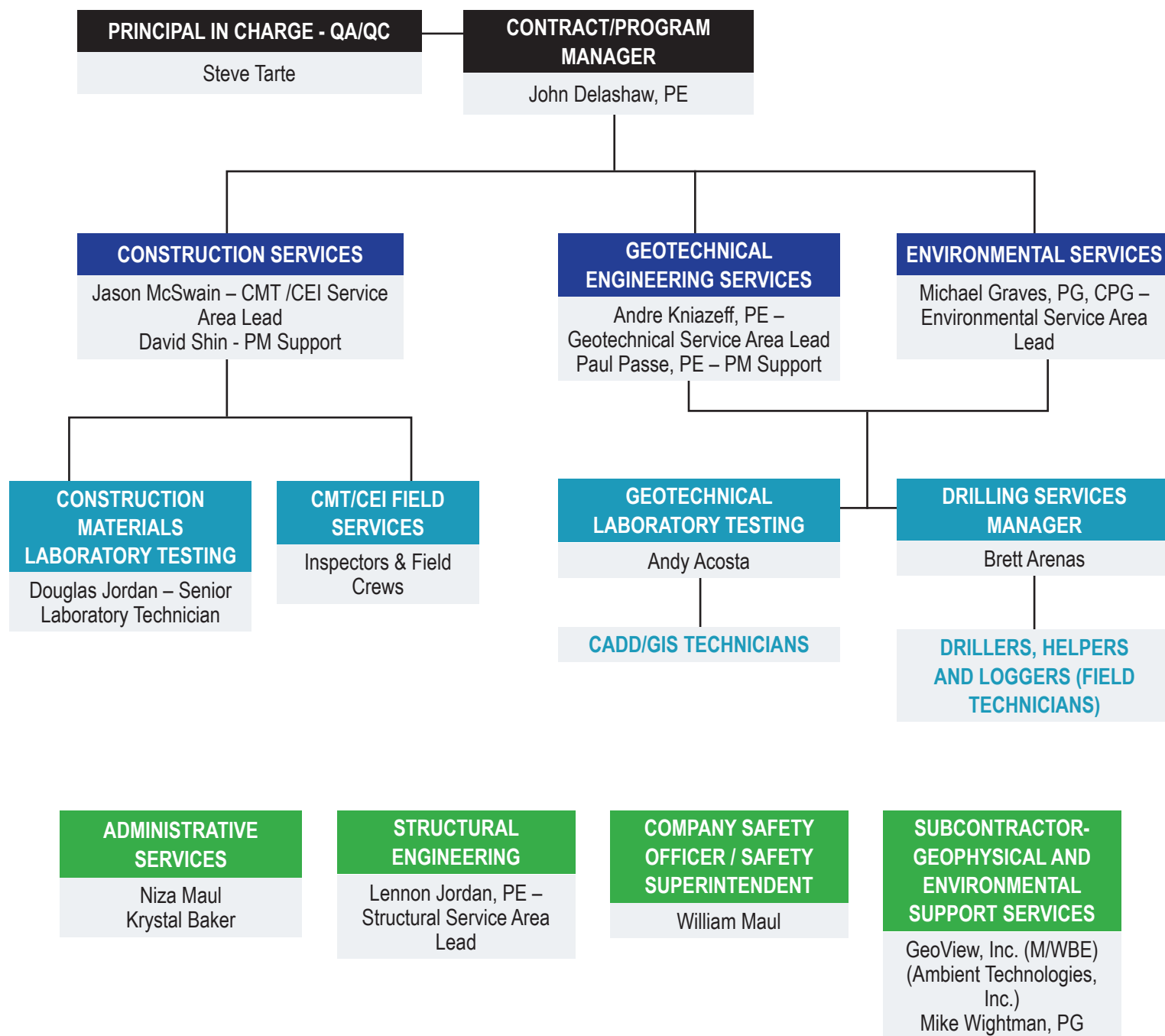
Madrid intends to provide nearly all services required under this Contract utilizing In-House resources. The lone exception we foresee would require the use of our subconsultant, **Geoview, Inc.** for geophysical testing support (ground penetrating radar, electrical resistivity surveys, etc.) for our geotechnical investigations on an as-needed basis. We added GeoView, Inc. as a specialty subcontractor to this team because of their significant expertise and experience in this field along with the consideration of the long-standing relationship we have developed with them over the past two decades of working together. In 2002, ATI established a wholly owned subsidiary named GeoView, Inc. for the purpose of providing geophysical services. ATI is certified as a minority-owned business enterprise (MBE) by the State of Florida, a disadvantaged business enterprise (DBE) by the Florida Department of Transportation, and a small disadvantaged business (SDB) by US Small Business Administration. The staff of GeoView has more than a combined 60 years of experience providing geophysical surveying services throughout the USA and Caribbean Basin. GeoView provides services to the geological, geotechnical engineering, environmental, civil engineering, construction industries and to various government agencies. The GeoView staff are experts in the use of ground penetrating radar, seismic, electromagnetics, magnetometry, resistivity and electronic utility locating equipment. Senior GeoView personnel have served as consultants on court cases involving both sinkhole evaluations and ground penetrating radar studies. GeoView is extremely qualified and always responsive to our needs; more often than not, when we call upon them it is for support services when a very fast response time is needed and because of our long term working relationship this has not been a problem.

Please see the attached resumes and projects that demonstrate our capabilities



## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

### Organizational Chart





# Steve Tarte

## Principal in Charge



Mr. Tarte has more than 30 years of experience providing services in the consulting engineering field. He has developed and managed projects with municipal, state and federal agencies and private corporations. Mr. Tarte has managed projects in over fifteen states with public agencies such as The Army Corps of Engineers Districts (St. Paul, St. Louis, Rock Island, Vicksburg, New Orleans, Jacksonville, and the Waterways Experiment Station), the Fish and Wildlife Service, National Park Service and the US Geological Survey. Clients in state agencies include the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Illinois Department of Transportation, the Chicago Metropolitan Reclamation District, and the State Engineers Office, New Mexico. Municipal agencies include The City of Tallahassee, St. Pete Beach, Orlando and Maitland, Hillsborough, Orange, Seminole, Leon and Lake Counties

## Project Experience

**City of St. Pete Beach Continuing .** CPWG was contracted by the City of St Pete Beach to provide Engineer of Record services for the city. Mr. Tarte served as the Principal in Charge for all continuing projects in St. Pete Beach. Our team used their experience in local government planning and comprehensive planning to prepare or review the City's comprehensive plan amendments and Evaluation and Appraisal Reports. Other skills utilized under this contract included GIS and mapping services, transportation planning, utility planning, stormwater management, pavement management, construction management, and revitalization/redevelopment planning.

**Pass-a-Grille Way Phase 1 Final.** Mr. Tarte served as the Principal in Charge on this major stormwater project. He assisted in the administration and permitting of stormwater elements including new sewer pipes. Several improvements were made to the existing stormwater piping system which was enlarged and expanded. New inlets were installed, and baffle boxes with tide flow preventers were designed and installed to reduce the risk of flooding in the area.

**Pass-a-Grille Way Preliminary Engineering Study.** Mr. Tarte served as the Principal In Charge. CPWG Conducted a preliminary engineering study reconstruction plan evaluation for Pass-a-Grille Way between Cabrillo Avenue on the north end and 19th Avenue at the south end (approximately 5,200 linear feet). Measures were taken to look into the advantage of economies of scale by repairing all the infrastructure deficiencies at the same time while minimizing the disruption of residents and visitors to this area of the island. This included investigations of the existing stormwater system, existing wastewater lines, existing reclaimed water lines, existing potable water lines, additional geotechnical investigations, associated survey and management of public involvement.

**Seminole Well Abandonment.** Mr. Tarte served as the Principal In Charge. CPWG provided permitting and engineering services to facilitate the abandonment of the Seminole Avenue potable water well. The well was located in a well house at the southwest corner of Seminole Street and 12th Street. CPWG prepared and submitted the well abandonment permit application to the St. Johns River Water Management District. CPWG provided the SJRWMD abandonment permit and the photos of the completed abandonment project to FDEP. CPWG assisted the City in the bidding of the construction contracts and supported the City with limited construction phase services.



### Years of Experience

- 33 Years

### Education

Economics University of Illinois

### Professional Affiliations

- Florida Stormwater Association
- Florida Native Plant Society

### Awards

US Army Corps of Engineers, St. Louis District, Meritorious Service Award for outstanding efforts during the Great Mississippi River Flood of 1993

# John Delashaw, PE, MAT

## Principal, Geotechnical Engineer



Mr. Delashaw currently serves as Vice-President and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 33 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. He often provides expert witness testimony on forensic projects and is in responsible charge of numerous soil stabilization projects.

## Project Experience

**Harden Boulevard Access Road, Polk County, FL | Geotechnical Principal-in-Charge.** Project consisted of geotechnical investigation, design and construction plans to construct an approximately 600 foot long access road that progresses east from Harden Blvd. through former phosphate mined lands to provide access to a new development (residential and/or commercial) in Lakeland, Florida. Madrid CPWG was requested to provide a geotechnical design for a stable, permanent platform for roadway embankment construction along the proposed access road alignment. Madrid CPWG's design included CSV (cement stabilized vertical) columns combined with a load transfer blanket (LTB) consisting of multiple layers of biaxial geogrid interbedded with compacted sandy fill. The system will distribute and transfer roadway, embankment, and vehicle loads to more competent soils at depth. The combined system provides a more uniform load response to the roadway embankment. Value of Project: \$68,000

**Polk County, West Lake Eloise Drive Resurfacing Project, Winter Haven, FL | Geotechnical Principal-In-Charge.** This Polk County project included a section of road that overlies a thick peat layer that has a history of on-going settlement. Additional pavement has been added over time to try to keep the pavement above the seasonal high water level without success as the road continues to flood. Madrid investigated the site then recommended and designed a roadway cross-section that included excavation of the pavement section and installation of about 3 feet of lightweight cellular concrete allowing us to raise the roadway about 1 foot above the high water mark while also slightly unloading the organic soils that were too deep to excavate. By reducing the total load on the organics future settlement is nearly eliminated. Analyses included buoyancy calculations to ensure that the lightweight concrete would have sufficient pavement weight above it to avoid "popping out of the ground". Value of Project: \$55,000

**Grandview Parkway, New Roadway and Bridge over I-4, Polk County, FL | Project Principal.** Oversee geotechnical design and recommendations for a 3000 ft. new 2-lane roadway that includes a 600 ft. bridge over I-4 near Davenport, Florida. The project includes embankment, MSE walls, bridge pilings and stormwater ponds and some of the alignment crosses an existing wetland and organic deposits. Project challenges included high settlement estimates and remediation of a relic sinkhole found along the wall alignment. Value of Project: \$87,000



### Years of Experience

- 33 Years

### Education

- B.S., Civil Engineering, San Diego State University

### Professional Registration

- Professional Engineer, Florida # 48154 (1986)

### Additional Certifications

- Properties of Fills for MSE Walls – ASCE Webinar, January 2018
- Geo-Frontiers Conference – 2011 (Paper presented at conference – published in proceedings– June 2017
- Geotechnical and Materials Engineers Conf. ('98,'01,'04,'07,'10,'11,'12,'13,'14,'16,'17,'18,'19)
- Florida Dam Safety Annual Conference 1997 through 2004 (technical presenter 1999 & 2003)

# Jason McSwain

## CMT / CEI Division Lead



Mr. McSwain has been with Madrid CPWG since September 2007. Mr. McSwain currently serves as department head for Madrid CPWG's Construction Engineering Inspection (CEI) and materials testing department, as well as Madrid CPWG's laboratories. He supervises staff and evaluates budgets and proposals for testing and inspection work for FDOT, other government clients, and private enterprise. During his 16 years with Madrid CPWG, Mr. McSwain has served as a project manager, performing and overseeing the successful completion of a myriad of geotechnical investigations and construction inspection projects. He maintains a close working relationship with the FDOT as well as representatives from multiple local municipalities. His duties have included field inspection and testing, shallow and deep foundation systems, soils analysis, soil surveys, geotechnical drilling activities, report preparation, soil improvement recommendations, materials testing, pavement design, personnel management and support for various construction engineering projects. He maintains extensive experience in plans preparation, field and laboratory testing assignments, soil boring characterizations, contract management, resource allocation, and a significant variety of computer software including Computer Aided Design (CAD) programs..

## Project Experience

**Continuing Services Contract Support for Asphalt Plant Inspection, FDOT Districts One and Seven, FL | Project Manager.** Mr. McSwain serves as the project manager for Madrid CPWG to provide on call, as needed Asphalt Plant Inspectors for all asphalt plants in the District 1 and 7 areas, including field coordination, DOT correspondence, SharePoint update verification, and MAC entry verification.

**Lakeland Linder Airport – Taxiway A Rehabilitation, Lakeland, FL | Project Manager.** Mr. McSwain served as the project manager for Madrid CPWG to provide VT Asphalt Plant Inspection during the rehabilitation of Taxiway A at the Lakeland Linder Regional Airport. During the course of this project, Mr. McSwain also developed a new Madrid CPWG P-401 worksheet for use by Madrid CPWG plant inspectors.

**SR 555 (US 17) from Avenue G SW to Avenue A SW, Polk County, FL | Project Manager.** This project consisted of the reconstruction of US 17 / SR 55 in Winter Haven, Florida. Mr. McSwain served as Madrid CPWG project manager during the construction and provided CEI VT inspection services for this project. Responsibilities included field coordination during earthwork, drilled shaft, signals, storm sewer, concrete, thermo, and asphalt paving inspection operations.

**North Central Landfill Phase V Expansion, Polk County, FL | Project Manager.** Mr. McSwain was responsible for the staff management of multiple verification testing inspectors during the expansion construction, including all materials testing for earthwork, storm sewer, concrete placement, as well as liner installation.

**SR 60 (T1611), Polk County, FL | Project Manager.** This project included intersection improvements along SR 60 in District 1. Mr. McSwain served as the Madrid CPWG project manager for the on-site VT inspector, with duties including quality assurance for earthwork construction inspection, concrete inspection, and asphalt paving inspection.



### Years of Experience

- 16 Years

### Education

- B.S., Computer Engineering
- Coursework including: Material Science, Advanced Physics, Circuit Theory, and Engineering Mechanics

### Additional Certifications

- Earthwork Construction Inspection Levels I and II
- Concrete Field
- Asphalt Paving Inspection Levels I & II
- Pile Driving Inspection
- FDOT Geotechnical Research in Progress Conferences
- FDOT GMEC Conferences
- FDOT Laboratory Expectations
- Tensar Roadway Design Workshop
- Engineering and Environmental Impacts of Karst



# Paul Passe, PE, CPM

## Chief Geotechnical Engineer



Mr. Passe has over 40 years of experience in the field of geotechnical engineering and materials testing, 13 of which were spent working directly with the Florida Department of Transportation. He spent four of those years as District Geotechnical Engineer, responsible for the assignment of project managers in design and construction, and the other eight as the State Geotechnical Engineer, acting as Senior Reviewer and troubleshooter for projects statewide as well as providing guidance and leadership for geotechnical policy and procedures for the FDOT. He has also given numerous presentations for the FDOT at conferences and seminars and helped develop geotechnical-related specifications and training courses. Mr. Passe serves on Geotechnical Institute, Transportation Research Board, and National Cooperative Highway Research Program task forces, committees, and panels.

## Project Experience

**District Wide Geotechnical Contract, FDOT District 1, FL | Chief Geotechnical Engineer.** Provided on-call district wide geotechnical design and construction services. Services included 1) emergency services for such things as sinkholes, storm and hurricane damage assessments, etc., 2) Geotechnical Design, including roadway, ponds, and structures, 3) Reviews, provided assistance in reviewing of reports, plans, construction issues and permit works, and 4) construction testing and review services such as PDA and CSL testing.

**District Wide Contract, FDOT District 7, FL | Chief Geotechnical Engineer.** Mr. Passe has managed multiple district wide contracts over 20 years and has provided geotechnical engineering services on over 100 projects consisting of roadway improvements, bridge replacement, pond improvements, miscellaneous structures, retaining walls, sheet pile walls, and vibration monitoring projects. Mr. Passe was responsible for coordinating subsurface exploration programs. As part of the contract, Mr. Passe coordinates the Emergency Services Program where events affecting traffic safety and roadway closures such as sinkholes are responded to on short notice with geophysical surveys, subsurface exploration, and remediation recommendations and monitoring. He also overseen the performing of verification testing for pile and drilled shaft deep foundations.

**District Wide Geotechnical Contract, FDOT District 4, FL | Chief Geotechnical Engineer.** Mr. Passe provided on call district wide geotechnical design and construction services. Services included 1) emergency services for such things as storm and hurricane damage assessments, etc., 2) Geotechnical Design, including roadway, ponds and structures, 3) Reviews, provide assistance in reviewing of reports, plans, construction issues and permit works, 4) construction testing and review services such as PDA and CSL testing.

**I-10 over Escambia Bay Pensacola, FDOT District 3, FL | Chief Geotechnical Engineer.** Chief Engineer part of the CEI Team for FDOT District 3; Responsibilities included a review of geotechnical data/recommendations and verification testing of piling for bridge replacements. He was also responsible for the remote monitoring of the existing bridge during construction of the new bridge.



### Years of Experience

- 40 Years

### Years with Current Firm

- 2 Years

### Education

- B.S. Civil Engineering,  
University of Wisconsin -  
Platteville

### Professional Registration

- Professional Engineer,  
Florida # 34750
- Professional Engineer,  
Alabama # 15265
- Professional Engineer,  
Minnesota # 16667
- Professional Engineer,  
Wisconsin # 21569
- Professional Engineer, North  
Carolina # 35971

### Professional Affiliations

- American Society of Civil  
Engineers (ASCE)

# Andre Kniazeff, P.E.

## Geotechnical Engineering Division Leader



Mr. Kniazeff is the Geotechnical Engineering Division Leader and has 13 years' experience providing geotechnical engineering, materials testing, environmental, and consulting services. These services include planning/coordinating subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures, earthwork projects, and sinkhole investigations. Additional responsibilities include maintaining project budgets, timelines, overseeing field crews, and client consultations throughout the project duration.

## Project Experience

### Zenith Pipeline

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation in support of the installation of a natural gas pipeline by Horizontal Directional Drilling (HDD).

### Tyndall Air Force Base Infrastructure

Geotechnical investigation, design and recommendations for new buildings, Stormwater Management Systems (SMS), roadways, and subsurface utilities construction within the Tyndall Air Force Base in Panama City, Florida.

### USPS Parking Lot Expansion

Geotechnical investigation, design and recommendations for a new parking lot, Stormwater Management Systems (SMS), and subsurface utilities construction in Panama City, Florida.

### Pedestrian Bridge, State Avenue, City of Panama City, Public Works Department

Geotechnical investigation, design and recommendations for a new pedestrian bridge in Panama City, Florida. The bridge structure consisted of a reinforced concrete structure founded on a deep foundation (driven timber piles).

### Bay Parkway Phase II, Panama City Beach, FL

Roadway soil survey, field exploration, and flexible pavement design for a new roadway alignment. Also included foundation recommendations for culverts, major signals and signs.

### River Road Bridge Replacement, Walton County, FL

Geotechnical investigation, design and recommendations for a new vehicular bridge in Walton, Florida. The bridge structure consisted of a reinforced concrete structure founded on a deep foundation (driven precast concrete piles).

### Street Resurfacing Project 2019, Panama City Beach, FL

Perform pavement corings and field evaluation followed by condition assessment and remedial recommendations for several roadway alignments in Panama City Beach, FL.



### Years of Experience

- 13 Years

### Education

- B.S., Civil Engineering, University of Central Florida

### Professional Registration

- Professional Engineer, Florida # 81315

# Michael A. Graves, PG, CPG

## Professional Geologist



Mr. Graves has provided project assistance to public, private, and legal sectors during the past 40 years with projects involving hydrogeology, hazardous and non-hazardous waste management, environmental site assessment/compliance audits, geophysical studies, and mineral exploration/economic geology.

## Project Experience

**Contamination Assessment and Remediation, Daytona Beach, Florida | Project Manager.** Assessed property of a former gas station for petroleum contaminants. Project resulted remediation of property including removal and off-site disposal of 1,500 cubic yards of contaminated soil, application of oxygen-release compounds, installation of groundwater monitoring wells, and performance of quarterly groundwater quality monitoring (Post Active Remediation Monitoring).

**Soil & Groundwater Contamination Assessment, North Port, Florida | Project Manager.** Assessment of a former golf course property impacted with arsenic. Project included public meetings, city commissioners presentations for approval for redevelopment, collection and analyses of over 900 soil samples to delineate soil arsenic plume, installation of a network of shallow monitoring wells to identify areas containing arsenic-impacted groundwater, preparation and submittal of the Site Assessment Report to the Florida Department of Environmental Protection.

**MODEF Contamination Assessment and Remediation, Lakeland, FL | Project Manager.** Assessed and remediated soil and groundwater impacted with mineral oil dielectric fluid (MODEF) resulting from an explosion of a large electrical transformer, which released approximately 1,700 gallons of oil to the shallow soils and groundwater system.. Site remediation was accomplished utilized bioremediation; specifically, hydrogen release compounds. Managed project through completion, and obtained a site-status of No Further Action from the FDEP.

**Hydrogeologic Study & Site Evaluation, Auburndale, Florida | Project Manager.** Hydrogeologic investigation to study and evaluate the suitability for waste-water effluent disposal using a proposed spray field on 146-acre parcel. Ground percolation tests, falling-head permeability tests, and aquifer hydraulic tests were performed to identify the hydrologic characteristics of the vadose zone sediments and upper unconfined aquifer system. Numerical modeling was performed using the acquired site-specific data and the MODFLOW modeling program developed by the United States Geological Survey. Simulations were run using various scenarios to confirm the desired 1.0 million gallon per day volume of discharge was obtainable.

**Phase 1 Environmental Site Assessment, State of Florida | Project Manager.** Performed due diligence studies, including both Phase I and Phase II, throughout Florida for banking institutes, attorneys, land developers, water management districts, large landowners, and citrus growers. Each investigation was completed in advance with the appropriate American Standards for Testing & Materials.



### Years of Experience

- 40 Years

### Education

- Master of Science, Geochemistry, University of Florida
- Bachelor of Science, Geology, University of Florida

### Professional Registration

- Geologist, Florida # 51
- Geologist, Alabama #367
- Geologist, Georgia #1549
- Geologist, Kentucky #700
- Geologist, South Carolina #534
- Certified Professional Geologist – A.I.P.G #7401

### Additional Certifications

- Certificate of Hydrology, University of South Florida

### Professional Appointments

- Member, UF Dept of Geologic Sciences Advisory Committee, 2009 - present
- Secretary, American Institute of Professional Geologists – Florida Section, 2012 - 2014
- Chairman, Board of Professional Geologists – State of Florida, 1996-1997

### **EXPERIENCE SUMMARY:**

Douglas has over eight years of experience in the construction industry (5 as Senior) specializing in the laboratory testing of concrete, soils, and asphalt. He is also a CTQP-qualified field inspector for earthworks and concrete. Mr. Jordan possesses a thorough knowledge of ASTM/AASHTO/FDOT specifications and is proficient in the use of MAC. His responsibilities at Madrid CPWG include oversight of daily operations, training, inventory management, and performance of tests as required.

### **PROJECT EXPERIENCE:**

#### **SR 542 (Buckeye Loop Rd to US 27) 410666-3-52-01**

**Nov 2021 - Present**

##### **Sr. Laboratory Technician**

Mr. Jordan is responsible for most of the required testing on embankment, subgrade, and base soil samples for this project as well as concrete compressive strength testing. He is also responsible for the entry and submittal of all results into MAC.

#### **SR 25 (Cloverleaf Rd to SR 66) 439434-1-52-02**

**Aug 2021 - Present**

##### **Sr. Laboratory Technician**

Mr. Jordan is responsible for most of the required testing on embankment, subgrade, and base soil samples for this project as well as concrete compressive strength testing. He is also responsible for the entry and submittal of all results into MAC.

#### **FL Turnpike (Osceola County Line to Beachline) 411406-1-52-01**

**Sept 2018 – Apr 2020**

##### **Sr. Laboratory Technician**

Mr Jordan performed compressive strength testing on drilled shaft concrete specimens collected during QC operations and entered results in MAC. He also assisted with field testing on occasion.

#### **SR 546 Widening (I-4 to Wabash Ave.) 434762-1-52-01**

**July 2016 - November 2017**

##### **Laboratory Technician**

Mr. Jordan performed most of the required testing on embankment, subgrade, and base samples and he conducted many compressive strength tests on concrete for roadway and drilled shafts. He was also responsible for the entry and submittal of all results into MAC.



### **Education**

Bartow High School 2008

### **TIN# J63517690**

### **Certifications**

CTQP Earthwork Construction Inspector Level 1 & 2  
 CTQP Concrete Field Technician Level 1  
 CTQP Concrete Lab Technician Level 1  
 CTQP Aggregate Base Testing Technician  
 CTQP LBR Technician  
 CTQP Qualified Sampler Technician  
 ACI Concrete Field Testing Technician Grade 1  
 ACI Concrete Laboratory Testing Technician Level 1  
 ACI Aggregate Base Testing Technician  
 ACI Aggregate Testing Technician Level 1  
 ACI Concrete Strength Testing Technician  
 Nuclear Gauge Safety



# David Shin, EI

## MAT Engineering Intern



Mr. Shin has been serving as an engineering intern at Madrid CPWG since early 2021. His primary areas of exposure/experience include project management assistance, geotechnical field investigations, and geotechnical engineering analysis. Through his education and professional experience, he has experience in numerous technical software such as AutoCAD and ArcGIS and is continuing to develop his skills in numerous specialty software including gINT and GeoStudio. Much of his geotechnical engineering experience has been gained from working on projects in the areas of shallow and deep foundation systems, earthworks and site development, roadway soils, and soil improvement techniques. He also has experience with conducting technical research, writing technical reports, and soils lab testing. He assists Madrid CPWG's project managers with design/calculation support, proposals, and field/laboratory testing projects.

### Project Experience

**County Road 557 Widening, Winter Haven, FL (2021)** Geotechnical engineer performing lab classifications and analysis as well as project management support for the widening of CR 557 in Polk County. This project involved over five miles of field investigations and associated lab testing, requiring analysis of approximately 650 various field samples.

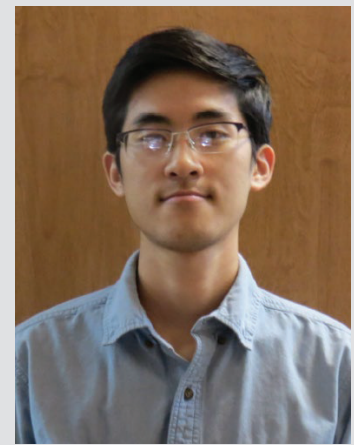
**Various FDOT Pavement Evaluation, District 1 (2023)** Engineer selecting core locations and generating pavement coring plans per FDOT standard operating procedures. Also providing assistance in the management of PECCD core data for proposed and final submittals.

**Fort Fraser Trail Extension, Lakeland, FL (2020)** Geotechnical engineer providing project management support for an approximate 3 miles extension of the Fort Fraser trail in Lakeland. Including managing the field investigations and laboratory testing, geotechnical analysis, and report writing.

**US 27 RRR, FDOT District 1, Davenport, FL (2021)** Geotechnical engineer for the improvement of US 27/SR 25 through Davenport, FL. Managing the field/lab testing, performing analysis, and drafting FDOT-format CADD sheets. The project involved field investigations for various right of way improvements, multi-post signs, lighting foundations, and signal mast arm foundations.

**FDOT Design-Build, SR 826, Miami, FL (2023)** Geotechnical engineer providing assistance for the widening of SR 826 with multiple bridges, MSE walls, noise walls and various signs, signals and other structures. Management of borings and drafting of FDOT-format RCB and RSS sheets.

**FDOT Design-Build Value Added Foundation Design, Sawgrass Expressway (SR 869) over Atlantic, Blvd, FL (2023)** Geotechnical engineer for the foundation design service of a proposed alternate bridge configuration. Providing project management support including managing the field investigation, laboratory testing, and drafting of CADD sheets.



#### Years of Experience

- 2 Years

#### Education

- B.S. Civil Engineering, Florida Institute of Technology

#### Professional Registration

- Engineering Intern Florida #1100023471 (2020)

# Andy Acosta

## Laboratory Manager



Andy Acosta has over 17 years of experience working in the DOT Construction Materials Testing industry and has extensive laboratory testing and asphalt plant experience. He currently serves as the Laboratory Manager for Madrid CPWG's Construction Materials Testing department, as well as Madrid CPWG's asphalt production facility inspection group. Mr. Acosta is currently overseeing a variety of FDOT, municipal, airport, and private projects all around Central Florida. He has a thorough understanding of all FDOT, Turnpike, and FAA specifications and construction procedures and maintains a great working relationship with those agencies, as well as Central-Florida municipalities.

## Project Experience

### VA Community Based Outpatient Clinic – Lakeland, FL | Project Manager

Mr. Acosta provides QA/QC review and technical support for the construction of the VA Hospital in Lakeland, FL. He reviews the laboratory testing to make sure they are in accordance with the appropriate standards.

### CEI Projects – Central Florida | Project Manager

Andy has worked on and managed staff across a variety of FDOT, Municipal, Airport, and Private jobs. He provides technical support to the staff and ensures testing and inspection is done in accordance with the appropriate standards and specifications. Likewise, he reviews laboratory testing reports to maintain quality service to our clients.

### FDOT Asphalt Plant Inspection – Districts 1 & 7 | Senior Asphalt Plant Inspector

Mr. Acosta provided Asphalt Plant VT inspection services for projects in both districts 1 and 7. These services include inspection and testing to ensure compliance with the FDOT Construction Training Qualification Program.

### Turnpike Asphalt Plant Inspection – District 8 | Senior Asphalt Plant Inspector

Mr. Acosta provided Asphalt Plant VT inspection services for projects on the turnpike. These services include inspection and testing to ensure compliance with the FDOT Construction Training Qualification Program.

### FDOT Asphalt Plant Inspection – District 5 | Senior Asphalt Plant Inspector

Mr. Acosta provided Asphalt Plant VT inspection services for projects in district 5. These services include inspection and testing to ensure compliance with the FAA specifications and construction procedures.

### Airport Asphalt Plant Inspection – Central Florida | Senior Asphalt Plant Inspector

Mr. Acosta provided Asphalt Plant VT inspection services for projects in Airports around Central Florida, including Orlando International Airport, Lakeland Linder Airport and Punta Gorda Airport. These services include inspection and testing to ensure compliance with the FDOT Construction Training Qualification Program.

### FDOT Laboratory Testing – Districts 1 & 7 | Laboratory Technician

Mr. Acosta ran tests on concrete, aggregates and soils to ensure compliance with CCRL, AMRL, ASTM, and the FDOT Construction Training Qualification Program

### Puerto Rico Department of Transportation | Materials Testing Analyst

Mr. Acosta ran tests on mix asphalt, concrete, aggregates and soils to ensure compliance with CCRL, AMRL, ASTM, and the Federal Highway Administration specifications.



### Years of Experience

17 Years

### Education

Polytechnic University of Puerto Rico, 1998

### TIN#

A22301976

### Additional Certifications

- CTQP Asphalt Plant Technician Level I & II
- CTQP Asphalt Paving Technician Level I & II
- CTQP LBR Technician
- ACI Concrete Strength Testing Technician
- ACI Aggregate Base Testing Technician
- Nuclear Gauge Safety

# Brett Arenas

## Drilling Department Head



Mr. Arenas currently serves as the Madrid CPWG Drilling department head and leads most of the company's drilling projects. Much of his 35 years of geotechnical and environmental drilling experience comes from performing geotechnical field investigation and testing for site development, evaluation, stabilization, roadway, bridges, and other infrastructure projects, as well as environmental impact studies for plume delineation and contaminant cleanup through the installation of water wells and exploratory borings.

### Project Experience

**FDOT Geotechnical Project: E7R26 I-75 S to EBWB I-4 Exit Ramp:** This project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 20' to over 150'

**TS Freshwater Blending Pipeline Crossing:** This geotechnical exploration project was for the installation of a pipeline along wy 595, Live Oak St, & Hyw 19 and consisted of over 30 SPT borings with depths from 10' to over 40'

**CR557 Widening:** This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 530 locations where SPT borings, Hand Augers, and Test pits were done along hwy 557

**Howard Frankland Bridge:** This overwater geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 100' to over 200' drilled from our in-house jack-up barge.

**Flagler County Rural Road Evaluation:** This geotechnical exploration and evaluation project was for a roadway rehabilitation project along approximately 3 miles of CR 90E & CR 90W in Flagler County, Florida, and consisted of multiple SPT borings.

**Hallam Preserve Signalization:** This geotechnical exploration was for the proposed intersection signalization of CR 540A and Hallam Preserve, Polk County, Florida, and consisted of multiple SPT borings.

**Marigold Mast Arms and Ponds:** This geotechnical exploration and evaluation for the proposed new mast arms, stormwater ponds, and flood plain compensation ponds along Marigold Avenue in Poinciana, Florida and consisted of multiple SPT borings, hand augers, and test pits.

**SR 590 Drew St - Osceola Ave to US 19:** This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings.

**Fort Fraser Trail SR 60 Pedestrian Bridge:** This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of SPT borings with rock coring for a bridge over SR 60

**Miscellaneous Well Installation and Downhole Permeability Projects:** We regularly install monitor wells and piezometers and perform downhole perm tests



### Years of Experience

- 37 Years

### Education

- High School - GED 2000  
Sacramento, CA
- Pearce Technical College – 2000  
Sacramento, CA

### Areas of Experience

- Project Management
- Health & Safety Specialist
- Job costing/estimating
- Mud Rotary
- Air Rotary
- Rock Coring
- Auger Drilling & Coring
- CPT / MIP / EC
- Well Construction
- Well Decommissioning
- Drilling Test Borings
- Sonic drilling - Borings & Well Installs

### Additional Certifications

- Florida licensed Well Driller Contractor
- OSHA 8 HAZWOPER
- OSHA 40 HAZWOPER
- OSHA 30 General Industry
- OSAH 8 Supervisor
- Class A License w/Tanker
- Forklift Trainer
- Smith System defensive driving

# Lennon D. Jordan, PE

## Chief Structural Engineer



Mr. Jordan serves Madrid Engineering Group, Inc. as Chief Structural Engineer and Sr. Project Manager. His responsibilities include technical review and oversight of engineering projects and design activities; provides leadership to technical and support staff; serves a project principal; training of technical staff; and assists with formulation, development, and implementation of marketing strategies for the firm.

For ten years prior to joining MEG, Mr. Jordan served URS Corporation Southern as Sr. Civil Engineering Project Manager and manager of the Bartow, Florida office. His responsibilities included directing the activities of a staff of engineers, designers, and technicians; creating and implementing client service area policy; and establishing goals and objectives for this client service area. Other responsibilities included providing direct or indirect oversight for all civil engineering and planning projects, including PD&E and corridor studies, roadway design, bridge design, construction engineering and inspection (CEI) services, site design, structural design, drainage, water resources, utility systems, permitting activities, insurance claims and adjustment evaluations, right of way acquisition and condemnation, engineering studies, and other client service area activities.

Mr. Jordan has been certified as an expert in litigation and provided expert witness services and testimony in numerous Right-of-way acquisition and condemnation cases, construction claims and product liability cases, design errors and omissions, and others. Projects and cases include Dale Mabry Highway in Tampa, County Line Road in Lakeland, Meadowlands Wastewater Treatment Plant in Lakeland, Wimmer Construction Pipe Failure, Southern Machinery in Lakeland, Averett Septic Tank Company in Lakeland, Kreider Salvage Company in Desoto County, Davis Monuments in Lakeland, White Construction Company in Lakeland and Highlands Fairways Utilities, and structural damage cases among others.

Mr. Jordan's duties have included supervising roadway, site design, drainage, water and sewer collection and treatment systems, and environmental projects. Representative roadway projects include County Line Road, Shepherd Road, Ewell Road, SR 50, US 17-92, US 17, Edgewood Drive, Kinds Highway, and others. All of these involved upgrading 2-lane facilities to 4- and 6-lane roadways with a mix of urban and rural sections each extending several miles in total length. Among these, County Line Road (6 miles), Ewell Road (2 miles), and Polk Parkway (2+ miles in final design and 10+ miles in PD&E) involved new roadway on new alignment and required extensive corridor study and analysis in accordance with the FDOT PD&E Manual and process to determine the optimum alignment.

## Project Experience

**Project Manager, City of Bartow/CRA Church Street Traffic Calming, Bartow, Florida (2008):** Directed all staff activities for conducting an existing conditions analysis, survey, data collection, coordination with stakeholders, traffic study, existing conditions analysis, and development of preliminary



### Years of Experience

- 45+

### Education

- B.S., Civil Engineering, University of South Florida
- M.S., Engineering Management, University of South Florida

### Professional Registration

- Professional Engineer, Florida # 22407
- Certified Special Inspector / Florida

### Specialization

- Structural Engineering
- Construction Management
- Project Management
- Forensic Studies
- Threshold Inspection

### Continuing Education (Partial)

- Construction Safety – (2008)
- Wind Load Design – (2019)
- Advanced Building Code Update (2010, 2012, 2015, 2018)
- Catastrophic Failure (2010)
- Evaluating Storm Losses (2010)
- Structural Evaluation and Restoration (2012)
- Non-Destructive and Destructive Testing (2012)



# Melkin Fructuoso, Meng., MCs., EI

## Engineer Intern



Mr. Fructuoso currently serves as Geotechnical Engineer and is project manager for some of the company's geotechnical projects. Much of his 15 years of geotechnical engineering experience has been gained from working on projects in the areas of: shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes analysis and design of shallow and deep foundations, pile driving and drilled shaft inspection, geotechnical field investigations. He is professor at the University Autonomous of Santo Domingo and teaches several geotechnical engineering courses.

## Experience

**I-395/SR 836/I-95 design-build project.** This project is a partnership between the Florida Department of Transportation (FDOT) and the Miami-Dade Expressway Authority (MDX), with construction limits on State Road (SR) 836 beginning at NW 17 Avenue and continuing through the SR 836/I-395/I-95 (Midtown) Interchange to the MacArthur Causeway Bridge. The limits on I-95 are from NW 8 Street to NW 29 Street. Construction is expected to be completed in the summer of 2026 at a cost of \$840 million. In this project he performed conducted more than 20 PDA test for pile driving, inspected about 50 pile driving and 10 drilled shaft installations, inspected about 10 drop hammer PDA test, and conducted two vibration monitorings.

**I-75/ SR 951 design-build project.** This project is the interchange improvements at I-75 and SR 951. Performed settlement and global stability analysis for the MSE walls and the Cast-In-Place walls.

**Polk Regional Water Cooperative, Polk County** Performed anaysis for SE Wellfield upgrade including, 2 Booster Stations, a Water Treatment Plant, and approximately 80 miles of pipeline including trenching, directional bore, and jack and bore.

**I-75/ MLK design-build project.** This project is the interchange improvements at I-75 and MLK in Brandon, Fl. Performed settlement and global stability analysis for a surcharge program for 2 areas along the alignment.



### Years of Experience

- 15 Years

### Education

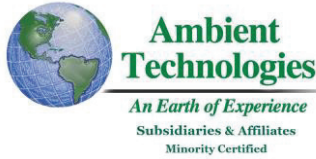
- Master, Geotechnical Engineering, University of Central Florida
- PhD, Geotechnical Engineering, University of Central Florida (No completed)
- Master, Geotechnical Engineering, University of Puerto Rico - Mayaguez
- B.S., Civil Engineering, University Autonomous of Santo Domingo

### Professional Registration

- Dominican Board of Engineers Architects and Surveyors  
Dominican Republic # 21391

### Certifications

- Engineer Intern  
# 1100025187 (2020)
- Pile Driving Inspection – FDOT  
# 3002104 (2021)
- Drilled Shaft Inspection – FDOT  
# 3002356 (2020)



## **Michael J. Wightman, P.G.**

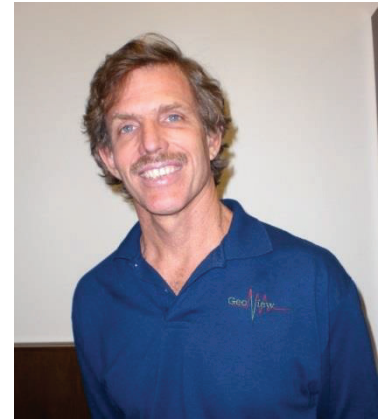
*President, Principal Geophysicist, GeoView, Inc.*

### **AREAS OF SPECIALIZATION**

- Management of Geophysical Investigations
- Karst Evaluation Studies Using Geophysical Methods
- Geophysical Investigations for Infrastructure Evaluation
- Environmental Geophysical Investigations
- Coastal and Island Hydrogeology

### **EDUCATION**

- |      |   |
|------|---|
| 1989 | M.S., Hydrogeology/Geophysics<br>University of South Florida                              |
| 1986 | B.A., Geology<br>University of California, Santa Barbara                                  |
| 1980 | B.A., Business Economics/Environmental Studies<br>University of California, Santa Barbara |



### **PROFESSIONAL CERTIFICATIONS AND LICENSES**

Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)  
Certified Ground Penetrating Radar (GPR) Operator (GSSI)  
Electrical Resistivity Imaging Certification (AGI)  
Stake University (Nationally Recognized Electronic Utility Locator Operator Certification)  
Certified Pile Integrity Tester (Pile Dynamics)  
Geophysical Well Logging and Imaging  
OSHA-Certified Health and Safety, Hazardous Waste Operations, 40-Hour Course & Updates  
Other Safety and Training Certifications: Jessica Lunsford (statewide)

### **PROFESSIONAL HISTORY**

- |                  |  |
|------------------|--|
| Present          | President and Co-Founder of GeoView, Inc.                    |
| 1991 – 5/31/2001 | Vice-President, Senior Geophysicist/Operations Manager, SDII |
| 1988 - 1991      | Staff Hydrogeologist--HSW Environmental Consultants, Inc.    |

### **PROFESSIONAL SUMMARY**

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 20,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations in regards to geophysical testing for a wide variety of applications. Prior to co-founding GeoView, Mr. Wightman was the Senior Geophysicist and Operations Manager at SDII Global

## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

### REPRESENTATIVE PROJECT (Geotechnical Services)

**Project Cost:** Unknown

**Owner:** The City of Mulberry

**Client:** The Lunz Group, Contact: Greg Selvidge (PM), 863-682-1882, gselvidge@lunz.com

**Key Staff:** John Delashaw, PE, Kevin Hill, PE

**Original Budget** \$10,321; **Final Budget** \$10,321.

**Mulberry Fire Station and Concession Stand** – Mulberry, Florida (2017) - Madrid Engineering Group, Inc. (Madrid) was asked to assist The Lunz Group with a field exploration and geotechnical evaluation of a site in Mulberry selected for a proposed (approx. 6,400 sq. ft.) new fire station, associated pavement areas, two stormwater ponds, a communications tower, and a concession stand in Mulberry, Florida. The site was located on reclaimed land from former phosphate strip mining activities which often will encounter very heterogenous soils and very challenging subsurface conditions and this site was also heavily vegetated which limited site access. Construction was completed in 2018 (see recent photo below).

**MADRID APPROACH** – Madrid is a full-service geotechnical company which allows us to select the most appropriate field testing equipment and experienced personnel to complete the work in the most efficient manner possible. Also, our in-house soils laboratory and diversity of experience means we can provide knowledgeable solutions and recommendations for each component of the project. This included performing the clearing and providing support equipment necessary to gain access to the proposed boring locations with a small track-mounted drill rig. Madrid also performed test pits to assess Seasonal High Groundwater levels and collected the undisturbed samples needed to provide reliable laboratory test results to support the design of the stormwater ponds required. Madrid provided overall site development recommendations, a recommended flexible pavement, including a base clearance discussion, soil parameters to assist the designers of a communications tower, and shallow foundation recommendations,



**MADRID BENEFIT** – The diversity of our fleet of drilling equipment, along with the experience of field, laboratory and professional staff ensures timely and technically sound solutions to the geotechnical challenges of a diverse site with a variety of site development components. Also, our experience exploring previously mined sites and addressing some of the more challenging geotechnical conditions at such sites provides assurance to the project team that Madrid will provide a solution regardless of the challenges faced.





## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

**Project Type:** Geotechnical – Gibson Oaks Pipeline Borings – 2019

**Project Cost:** \$4,288.75 (Madrid portion)

**Owner:** Polk County Utilities Division

**Contact:** Mr. Jim Tully 863-298-4238

**Madrid Key Staff:** John Delashaw

**Original Budget:** \$4,320

**Gibson Oaks Pipeline Project – Lakeland, Florida** - Madrid was asked to provide a limited geotechnical exploration and preliminary evaluation at specific pipeline locations associated with the Gibson Oaks WPF Project in Lakeland, Florida. The purpose of the exploration was to collect subsurface soil information in order to provide data and general site suitability for pipeline construction including proposed directional drilling pits.

**MADRID APPROACH** –Madrid provided the appropriate equipment that could move around the site with minimum required clearing. The purpose of this investigation was to provide a preliminary evaluation of the existing subsurface conditions at the boring locations, to identify constraints or limitations (to the extent possible) that the subsurface conditions may impose on the planned construction and provide general recommendations regarding site suitability, primarily for the pipeline.

**MADRID BENEFIT** – Madrid has all of the various equipment needed to handle a wide variety of difficult site conditions economically. We were able to collect the field and laboratory testing data well within the schedule and budget.



## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

**Project Type:** Geotechnical – E. Johnson Avenue Sinkhole – 2018

**Project Cost:** \$91,081.75 (including remediation)

**Owner:** Polk County Public Works Road & Bridge Division

**Contact:** Mr. Joe Montoya 863-712-0171

**Client:** Polk County

**Madrid Key Staff:** John Delashaw,

**Original Budget:** \$99,618.40 (including remediation)

### E. Johnson Avenue Sinkhole Project – Haines City, Florida -

Madrid was requested to provide an estimate for emergency SPT drilling and sinkhole stabilization plan design for a sinkhole within the roadway along E. Johnson Avenue (west of Power Line Road) in Haines City, Florida. It is noted that two primary buried utilities paralleled the road within the ROW on the south side; these included a 30-inch reclaimed water line and a 12-inch water main. Overhead electric was located near the ROW on the north side of the road. The initial phase of work was for emergency drilling and development of a grouting remediation plan. The second phase was to monitor the remediation of the sink hole.

**MADRID APPROACH** –Madrid was on site within hours of being notified of the sinkhole. A drill rig was dispatched, and drilling started immediately. The subsidence feature was confirmed as a sinkhole. Based on the results of the exploration program a stabilization plan was developed. Madrid, on behalf of the Polk County, provided engineering supervision of all the stabilization activities.

**MADRID BENEFIT** – The specialized operation including emergency response greatly accelerated field time and reduced potential safety exposure to our staff and the traveling public. We were also able to help protect the existing utilities. We were able to collect the field and laboratory testing data well within the schedule and budget.





## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

**Project Type:** Geotechnical – Kathleen Fire Station Prelim Geotech

**Project Cost:** \$4,914.00

**Owner:** Polk County Public Works

**Contact:** Mr. R. Wade Allen 863-534-2577

**Client:** Polk County Real Estate Services

**Madrid Key Staff:** John Delashaw,

**Original Budget:** \$ 4,922.00

### Kathleen Fire Station Prelim Geotech Project – Lakeland, Florida -

Madrid was asked to provide a limited geotechnical exploration and preliminary evaluation for a proposed new fire station at an undeveloped site in Lakeland, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and general site suitability for construction.

**MADRID APPROACH** –Madrid provided the appropriate equipment that could move around the site with minimum required clearing. The purpose of this investigation was to provide a preliminary evaluation of the existing subsurface conditions at the boring locations, to identify constraints or limitations (to the extent possible) that the subsurface conditions may impose on the planned construction and provide general recommendations regarding site suitability, primarily for structures.

**MADRID BENEFIT** – Madrid has all of the various equipment needed to handle a wide variety of difficult site conditions economically. We were able to collect the field and laboratory testing data well within the schedule and budget.



## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

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**Project Type:** Geotechnical – Power Line Road Subsidence – 2022

**Project Cost:** \$17,681.75

**Owner:** Polk County Public Works Road & Bridge Division

**Contact:** Mr. Doug Gable, PE 863-535-2285

**Client:** Polk County

**Madrid Key Staff:** John Delashaw,

**Original Budget:** \$17,683

**Power Line Road Subsidence Project – Haines City, Florida** - Madrid was requested to complete a field investigation and geotechnical evaluation of a surface depression/surface cracking in the northbound lane of Power Line Road just north of E Johnson Ave in Haines City, FL. This depression is within new embankment fill from a recent roadway widening project. The fill slope extends down into the water of an existing water body (apparent man-made feature).

**MADRID APPROACH** –The scope of work for this investigation included review of existing geological data, a field exploration and laboratory testing program, evaluation of soil testing results, evaluating site suitability and providing general geotechnical recommendations for the mitigation of the subsidence, including providing global and internal stability recommendations for the proposed sheet pile wall. Madrid performed a geophysical study consisting of Ground Penetrating Radar (GPR); performed SPT borings.

**MADRID BENEFIT** – Madrid is intimately familiar with the soil conditions around the county and has seen and understands the potential issues that may be encountered. Madrid can tailor a program to suit the issues involved and come up with the most economical solution for the county.



## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

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**Project Type:** CEI – Polk County Roads and Drainage Annex – 2019

**Project Cost:** \$ 19,222.75 (Madrid portion)

**Owner:** Polk County Public Works Road & Bridge Division

**Contact:** Mr. Steve McMillan 863-860-8001

**Client:** Polk County

**Madrid Key Staff:** John Delashaw, Jason McSwain, Doug Jordan,

**Original Budget:** \$ 23,570.50

**Polk County Roads and Drainage Annex** – Winter Haven, Florida - Madrid was asked to provide construction materials testing and inspection for a proposed new 12,600 ft<sup>2</sup> Annex for the Roads and Drainage Division at the Sheffield Rd location in Winter Haven, Florida.

**Madrid Approach** – Madrid carefully monitored the progression of this project and maintained on-call field inspection as needed, as construction advanced by the contractor (Miller Construction).

**Madrid Benefit** – Madrid's primary office is located 15 minutes from the project location, allowing our team to provide testing as needed in a cost-effective and efficient manner. We maintain an excellent working relationship with the contractors and County representatives, and consistently provided prompt and professional service, as well as accurate data reporting.





## EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

**Project Type:** CMT & Inspection Services – Central Region Utility Service Area (CRUSA) Water Production Facility

**Project Cost:** \$66,988.75 (Madrid portion)

**Owner:** Polk County BOCC – PO Box 9005 Drawer TR01, Bartow, Florida 33831

**Contact:** County Engineer Mark Addison, P.E., 863-298-4214, markaddison@polk-county.net

**Madrid Key Staff:** John Delashaw, Jason McSwain, Cecil Allred, Douglas Jordan

**Original Budget:** \$66,995.00

### CRUSA Water Production Facility Project (Phase 1 and Phase 2) – Bartow, Florida (July 2017-Current) –

Madrid was requested to provide laboratory materials testing and field inspection and testing services for new construction at the CRUSA Water Production Facility in Bartow, Florida. In general, this project consisted of the construction of a new utility operations building, water production facility, access / maintenance / emergency access driveways, parking areas, a truck service area, and utilities installations. Inspection services for the CRUSA project began in July of 2017, when Madrid was called on-site for nuclear density testing at what would become the utility operations building pad. Madrid conducted nearly daily density testing verification as the pads for the operations building and the water production facility were formed, the surrounding area was brought to grade, potable water and sewer pipes were placed, subbase material for the access roads was laid, and limerock base for parking lots and access roads was placed; all while working side by side with two separate contractors (each responsible for one phase of the project). Late in 2017, large and small volume concrete pours began for the access roads, building slabs, and driveways; and Madrid was on-site day and night to perform materials testing and to collect concrete specimens for testing in our laboratory to ensure that the concrete being placed was of acceptable quality.

**MADRID APPROACH** – Madrid maintained an on-call field inspector for the CRUSA project, as the scheduling demands for two separate contractors rarely coincide. When required, Madrid provided as many as three separate inspectors at the project site to provide sufficient and exceptional inspection services for the various operations underway.

**MADRID BENEFIT** – The location of the Madrid home office in the heart of Polk County has allowed us to provide field inspectors rapidly upon request to meet the dynamic demands of the construction operations. We maintain an excellent working relationship with the contractors and County representatives, and have consistently provided prompt and professional service, as well as accurate data reporting as we look forward to another successful project completion.





# TAB 4

Polk County Entity





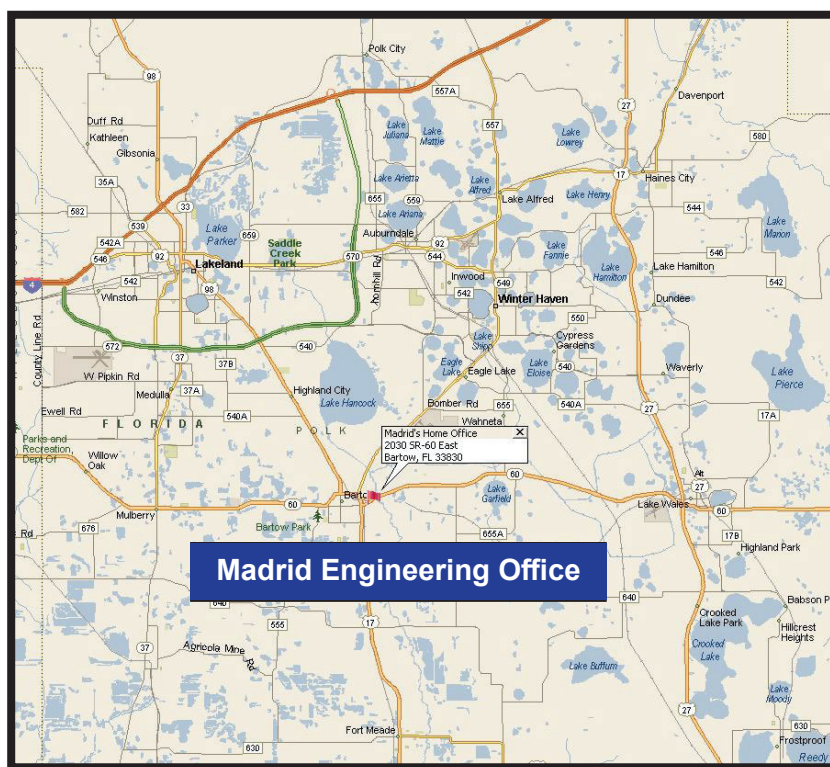
## POLK COUNTY ENTITY

Madrid Engineering Group's main office has been located at 2030 State Road 60 East, Bartow Florida for approximately 15 years. However, we have been in Bartow (Polk County) since 1994. Proof of our current location is shown below with the Business Tax Receipt.

### Madrid's Address History in Polk County

Mid-1994 to Mid-April 2007  
Mid-April 2007 to April 2008  
April 2008 to Present

175 E. Summerlin St. Bartow, FL 33830  
970 A East Main St. Bartow, FL 33830  
2030 State Road 60 East, Bartow, FL 33830



City of Bartow, Florida BUSINESS TAX RECEIPT	
2030 SR 60 E	
LOCATION OF BUSINESS	
This Business Tax Receipt is to be displayed conspicuously at the location of business, and is not transferable or assignable	
MADRID ENGINEERING GROUP, INC d/b/a MADRID CPWG 2030 SR 60 E BARTOW FL 33880	
<div> <div> <div>EXPIRATION DATE</div> <div>9/30/2023</div> </div> <div> <div>DATE ISSUED</div> <div>10/07/2022</div> </div> <div> <div>TAX RECEIPT #</div> <div>00629</div> </div> </div>	
<div> <div>BUSINESS TAX RECEIPT FOR</div> <div>ENGINEERS</div> </div>	
<div> <div>A Business Tax Receipt is hereby issued by the city of Bartow, Florida to the following party to engage in or manage the business, profession or occupation shown, pursuant to the indicated subsection of Bartow code section 70-36 for the Tax Receipt year.</div> <div> <div>Ass. City Manager</div> <div>City Clerk</div> </div> </div>	

# TAB 5

Certified Woman / Minority Business Enterprise



## CERTIFIED WOMAN / MINORITY BUSINESS ENTERPRISE

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Madrid Engineering Group, Inc. dba Madrid CPWG (Madrid) has been known for years in this region as a widely respected MBE firm under the sole ownership of Mr. Larry Madrid, PE who was of Hispanic heritage. Unfortunately, Mr. Madrid passed away in June of 2021. Thankfully, we had already begun a merger transition before his passing which ultimately led to a relatively smooth transfer of ownership to become a woman-owned business. Over the years Madrid has been certified and/or recognized as a W/MBE and/or DBE company with multiple agencies and organizations, some of which are listed below. Madrid is now owned and managed by its president, Mrs. Sheila Tarte. As such, beginning in 2022 we once again became a certified W/MBE with the State of Florida, Polk County and other agencies. We are also in the process of re-establishing similar certifications with other agencies where this had lapsed. Entities for which we are certified:

- **The State of Florida Office of Supplier Diversity** – re-establishing
- **FDOT DBE – Florida Department of Transportation Disadvantaged Business Enterprise** – current
- **Florida Unified Certification Program DBE** – current (for transportation hubs, i.e., roads and ports including airports and sea ports; and other agencies such as City of Tampa, Broward County, Miami/Dade County, etc.)
- **Florida Minority Supplier Development Council** – FL Certificate Number FL03698 (re-establishing)
  - **Madrid recognized as Florida Minority Supplier of the Year 2017-2018**
- **Central Florida Business Diversity Council** – a Lakeland based advocacy group that recognizes numerous MBE/DBE/WBE/VOB certifications – Madrid was a minority business corporate member and expects to be re-instated soon.
- **Central and North Florida Minority Supplier Diversity Council (cnFMSDC)** – re-establishing
- **Polk County MBE (recognizes the cnFMSDC and FDOT DBE certifications)** - current

Some of these agency certifications were re-established in 2022 and some are underway. The key ones needed for our Polk County W/MBE status are current and active at the time of this submittal (see attached). As such, we note that effectively all of the work performed by Madrid under this contract may qualify as work by a minority contractor. We fully expect to have other agency certifications in place soon. We do also note that the only subcontractor partner included on our team, Ambient/GeoView, Inc., is also a State Certified MBE firm.



# TAB 6

## Interactions with County and Regulatory Agency Staff



## INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

Madrid is currently providing services to Polk County under our continuing services contract for Professional Geotechnical Engineering, CMT and Inspection services; and have also held and worked under previous Polk County contracts for Parks and Natural Recreation Engineering Services and a support contract with the Roads and Drainage Division and are very experienced with those County staff as well. Madrid is also currently providing CEI services, pavement evaluation services and asphalt production facility inspection for the Florida Department of Transportation on multiple District-Wide contracts in Districts 1 and 7 (Madrid is currently one of the top consultant providers for State Road, including Interstate, pavement evaluations and asphalt production facility inspection for the FDOT within these two Districts). Madrid also has continuing service contracts with other local municipalities throughout Polk, Hillsborough, and Osceola Counties. Madrid also has experience working for various federal agencies and we regularly work closely with other regulatory agencies such as SWFWMD, SFWMD, USACOE, FDEP, FDOT and others in order to obtain various permits for field exploration and testing activities such as for ROW Use permits, ERP's and Notice General Permits. Madrid has a demonstrated ability to work closely with technical staff, project managers, administration, senior management, purchasing staff, legal staff, elected officials, and constitutional officers throughout Polk County Government. This "cross-culturalism" affords key Madrid staff the opportunity to identify partnership opportunities within the various technical or administrative divisions of the County and provides opportunities to suggest or recommend methods for effective and efficient cooperation that result in overall lower initial or life cycle costs for a given project.

Madrid and key staff provide consulting services to numerous public-sector clients throughout Florida and nationally. Some of these include the U.S. Environmental Protection Agency (USEPA), Water Management Districts, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE), Cities within Polk County (Lakeland, Bartow, Winter Haven among others), City and County governments for areas immediately adjacent to Polk County, Florida Department of Transportation (multiple Districts), and others. Because of our close working relationship with these governmental, regulatory, and public agency clients, Madrid has a demonstrated ability to work efficiently and successfully with all Polk County Divisions under this Master Consulting Agreement

Team Member	FDOT	SWFWMD	SFWMD	FDEP	FFWCC	USEPA	FEMA
John Delashaw	X	X	X	X	X	X	
Len Jordan	X	X	X	X	X	X	X
Steve Tarte	X	X	X	X	X	X	X
Jason McSwain	X	X	X	X			
Andy Acosta	X						
Brett Arenas	X	X	X	X	X	X	X
Michael Graves	X	X	X	X	X	X	
Paul Passe	X	X	X	X			
Andre Kniazeff	X	X		X		X	X

Madrid and key staff have consistently earned high performance evaluation scores for project assignments with Polk County. We are deeply honored that our past performance has been well received and highly scored. We have

## INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

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earned the trust of Polk County project managers and technical staff and believe that this comes from our commitment to excellence as well as a desire to serve them and the citizens of Polk County to the best of our ability.

Due to our previous and current work with Polk County, Madrid is intimately familiar with the County's personnel, expectations and procedures. As a long-term consultant to Polk County with key staff enjoying relationships spanning nearly 30 years of service with Polk County, we understand that our actions are a direct reflection of the County and we endeavor to serve all of our public entity clients with the level of courtesy, professionalism and integrity that is befitting this trusted role. The ability to coordinate key aspects of projects between multiple regulatory agencies is one that Madrid prides itself on being able to perform, and our previous work for both public and private sector clients demonstrates our success.



# TAB 7

## Timely Completions of Projects



## TIMELY COMPLETIONS OF PROJECTS

### Current and Future Projected Workload

Madrid has assembled both key staff and specially selected sub-consultant team members who will be an integral part of upcoming projects. It is our understanding that these projects could be large or small and, as such, we will assemble project teams that address the specific needs of each project. We understand the complexity of large projects and the resource commitments required to keep these projects on schedule and on budget but also know how to quickly and economically complete even the smallest of tasks.

It should be noted that Madrid considers this Continuing Services Contract (CSC) to be of the utmost importance, and we are fully committed to giving it the top-priority attention it requires. As such, regardless of the percent availability presented below, to the best of our ability we will be 100% available to the County. We make the following minimum commitments to Polk County as presented in the Staff Availability Chart below and the sections that follow. It is noted that the table includes key staff only and their availability is often greater than the minimum commitment listed; we also have other staff available that can supplement those listed below.

### Key Staff Availability Chart

Name	Title	Years of Experience	Years with Madrid	% Available	Office Location	Home Location
John Delashaw	Principal Engineer, PE	33	16	20%	Bartow, FL	Winter Haven, FL
Andre Kniazeff	Sr. Geotech Engineer, PE	13	1	35%	Bartow, FL	Brandon, FL
Steve Tarte	Principal in Charge, QA/QC	26	18	15%	Tampa, FL	Tampa, FL
Paul Passe	Sr. Geotech Engineer, PE	40	3	25%	Bartow, FL	Lithia, FL
Brett Arenas	Field Services / Drilling Manager	37	3	20%	Bartow, FL	Kissimmee, FL
Jason McSwain	CMT/CEI Manager	16	16	25%	Bartow, FL	Lakeland, FL
Lennon Jordan	Chief Structural Engineer	45	15	20%	Bartow, FL	Bartow, FL
Andy Acosta	Lab Manager	17	2	20%	Bartow, FL	Wimauma, FL

**Availability of the Project Team Members** - Madrid's staff at our Bartow headquarters consists of seventeen (17) full-time field inspectors and technicians for CMT/CEI work, five (5) Florida Registered Professional Engineers (10 when including staff in our Tampa office), and one (1) Florida Registered Professional Geologist. Madrid has four (4) full-time drill crews and a total of three (3) full-time laboratory technicians. As each new task order is received a project manager is assigned within the appropriate internal department based on the nature of the work. It is the assigned project manager's first responsibility to communicate with the County to understand scope, schedule and expectations and then to assign the appropriate personnel and resources to complete the required task(s) in a timely manner. The workload handled by these team members varies significantly from day-to-day and week-to-week, however Madrid prides itself on effectively utilizing its available resources in order to ensure assignments are met. Based on our current

## TIMELY COMPLETIONS OF PROJECTS

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and future projected workload, we are confident that Madrid will have the ability and resources available to meet any and all needs the County may have over the duration of this contract.

**Project Manager Commitment** – Because of the multi-disciplinary nature of this CSC, Madrid has selected a Service Area Lead for each of the two primary disciplines requested. We recognize the important role of these Lead roles and their extensive background and history not only with this specific type of contract, but others completed in the past for numerous Public Agency clients including Polk County. They will maintain the project's work flow, meet production schedule and project milestones, and we commit to Polk County that task orders resulting from this CSC will be our Contract Manager John Delashaw's top priority. In addition, the Geotechnical and CMT/CEI Service Area Leads, Mr. Kniazeff and Mr. McSwain, will have the same directive that this CSC be a top priority and resources be allocated as necessary to meet the project demands.

### Schedule

Schedule development and adherence to the schedule is the foundation for effective project management. Dovetailed with the schedule is identifying and complying with scope requirements and the effective management of project budgets. Madrid's project managers and key team members are known for meeting schedules, often completing assignments early, and receive outstanding consultant service evaluations from their clients, both public sector and private.

All major activities and deliverables are identified on the schedule established at the beginning of the project; this schedule is established based on an understanding of the County's needs for each assignment. Deliverable dates are shown as project milestones. Activities required to meet these milestones are identified and prioritized so that critical items are properly addressed and known by all team members. Two areas of particular importance are the identification of applicable review and comment cycles, and consideration of external constraints placed on the schedule by third parties for which there may be little or no control with respect to their timely reviews and/or performance, but that can have a significant impact on project progress.

The capability to meet deadlines is determined in large measure by:

- **Knowledge and Experience of Project Team.** We have selected Project Team members who are very familiar with Polk County's specific needs, which have successfully worked with and for Polk County and other clients, and are also uniquely qualified for their assignments and boast extensive experience on similar projects.
- **Availability of the Project Team Members.** As described earlier, Madrid has examined our current and anticipated workload commitments over the period anticipated for the Continuing Services Contract and confirms that key staff and discipline managers have sufficient time available to properly execute their work on any project that may be assigned and maintain schedules.
- **Project Management Plan.** Our practice on projects of this type is to develop an effective Project Management Plan that includes an identified Project Manager, Chain of Responsibility, Detailed Scope of Work, Schedule, Communications, Project Filing and Archiving, Progress Reporting, Financial Matters, Deliverables, and Coordination Protocols.
- **Maintaining Project Schedule.** Madrid has an internal project scheduling and task management methodology that allows the PM to break down projects into small tasks and assign specific schedules and budgets to the employee completing that task. This allows the employee the ability to ensure their particular task is completed within the specified budget and schedule which helps keep the overall project on track as well.



# TAB 8

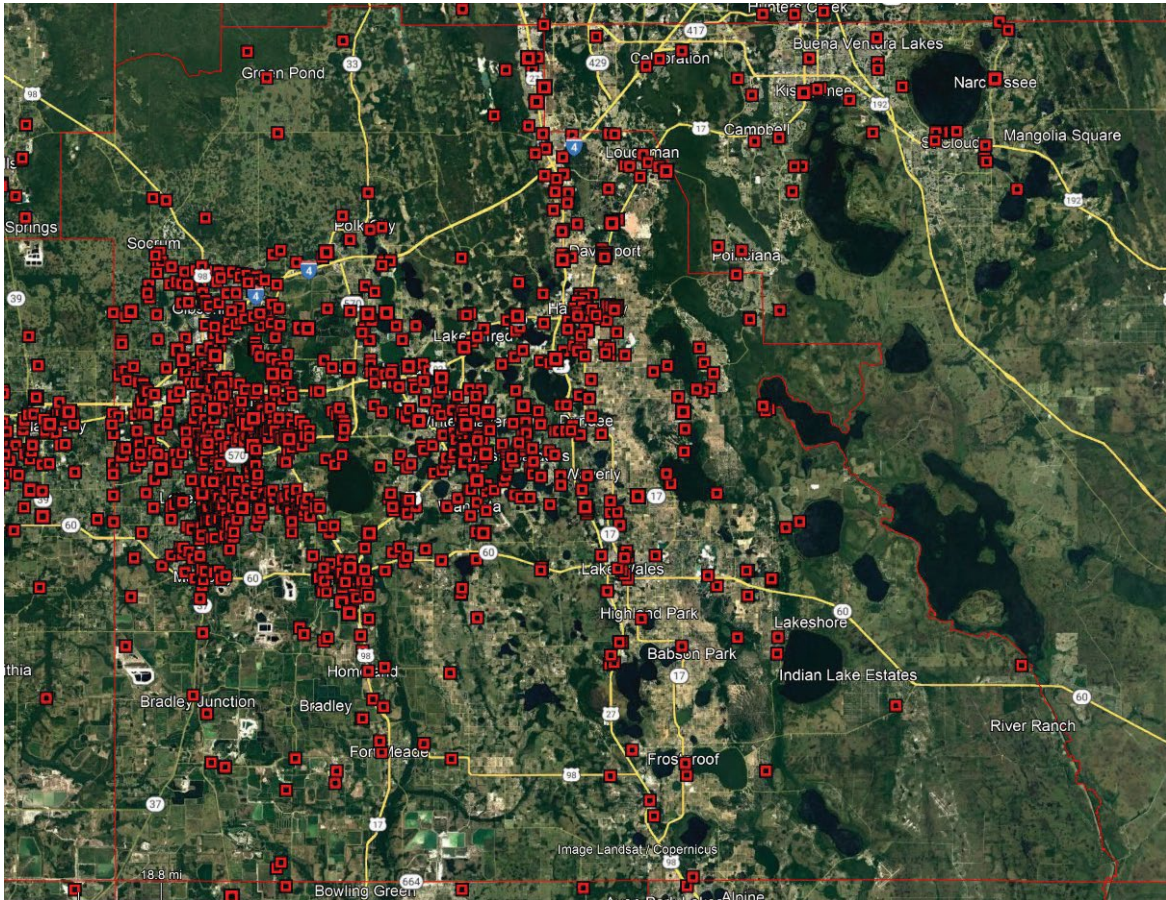
## Surveys of Past Performance





## SURVEYS OF PAST PERFORMANCE

Madrid has completed many thousands of geotechnical and construction inspection projects across Florida with a majority of those projects in Central Florida and the highest concentration of projects is in Polk County since we are a Polk County based firm. See the map below of our previous projects in the Polk County area (every red square represents a separate project).



*See attached surveys of past performance from a few recent projects.*

## SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

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

To: Steve McMillan (Name of Person completing survey)  
Polk County (Name of Client Company/Contractor)  
 Phone Number: (863)860-8001 Email: SteveMcMillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: CRUSA (Phase I & II) Production Facility and Warehouse Material Testing

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: \$66,995.00 Ending Cost: \$66,988.75

Contract Start Date: 06/29/2017 Contract End Date: 03/21/2019

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

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

## SURVEYS OF PAST PERFORMANCE

### Survey Questionnaire – Polk County

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

To: James Tully (Name of Person completing survey)  
Polk County Utilities Administration (Name of Client Company/Contractor)  
 Phone Number: (863)344-1848 Email: JamesTully@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Gibson Oaks Pipeline - Addendum Geotechnical Services

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: \$4,320.00 Ending Cost: \$4,288.75

Contract Start Date: 10/2019 Contract End Date: 12/2019

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

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

Printed Name of Evaluator James Tully

Signature of Evaluator: [Signature]

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



## SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material  
Testing and InspectionTo: Jay Jarvis (Name of Person completing survey)Polk County (Name of Client Company/Contractor)Phone Number: (863)535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Lake Lowery Geotechnical ServicesName of Vendor being surveyed: Madrid Engineering ServicesCost of Services: Original Cost: \$8,692.50 Ending Cost: \$8,582.00Contract Start Date: 10/2022 Contract End Date: 11/2022

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

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

Printed Name of Evaluator Jay M. Jarvis, P.E., DirectorSignature of Evaluator: 

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

## SURVEYS OF PAST PERFORMANCE

### Survey Questionnaire – Polk County

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

To: Steve McMillan (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)860-8001 Email: SteveMcMillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mulberry Fire Rescue Station

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: \$16,865.00 Ending Cost: \$15,090.00

Contract Start Date: 04/10/2018 Contract End Date: 02/16/2019

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

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

## SURVEYS OF PAST PERFORMANCE

### Survey Questionnaire – Polk County

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

To: Jay Jarvis (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Johnson Avenue Sinkhole Invest/Remediation Roads & Drainage Geotechnical Services

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: \$99,618.40 Ending Cost: \$91,081.25

Contract Start Date: 12/2018 Contract End Date: 04/2019

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

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

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator: [Signature]

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

## SURVEYS OF PAST PERFORMANCE

### Survey Questionnaire – Polk County

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

To: Steve McMillan (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)860-8001 Email: SteveMcMillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads and Drainage Annex

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: \$23,570.50 Ending Cost: \$19,222.75

Contract Start Date: 09/23/2019 Contract End Date: 07/14/2020

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

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

## SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

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

To: Jay Jarvis (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Power Line Road Subsidence Invest Roads & Drainage Geotechnical ServicesName of Vendor being surveyed: Madrid Engineering GroupCost of Services: Original Cost: \$17,683.00 Ending Cost: \$17,681.75Contract Start Date: 06/2022 Contract End Date: 08/2022

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

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

Printed Name of Evaluator Jay M. JarvisSignature of Evaluator: [Signature]

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

**Exhibit “B”**  
**Fee Schedule – RFP 23-328**  
**Schedule of Rates**  
**Professional & Technical Services**

Title	Range of Raw Labor Rates		Range of Hourly Billing Rates	
	\$ per Hour		\$ per Hour	
Principal Engineer	58.00	80.00	203.00	280.00
Senior Project Manager	44.00	72.00	154.00	252.00
Project Manager	32.00	63.00	112.00	220.50
Senior Engineer	35.00	68.00	122.50	238.00
Project Engineer	36.00	58.00	126.00	203.00
Engineer	24.00	42.00	84.00	147.00
Senior Geologist/Scientist	40.00	62.00	140.00	217.00
Geologist	30.00	50.00	105.00	175.00
Drilling Operations Manager	32.00	47.00	112.00	164.50
Laboratory Manager	24.00	38.00	84.00	133.00
Senior Inspector	20.00	38.00	70.00	133.00
Inspector	15.00	26.00	52.50	91.00
Senior Technician/CADD Designer	22.00	38.00	77.00	133.00
Technician	15.00	24.00	52.50	84.00
Technical Secretary/Admin Assistant	18.00	34.00	63.00	119.00

Range of Hourly Billing Rates Based on Multiplier of 3.50



Madrid Engineering Group, Inc., dba Madrid CPWG



## Exhibit "B" (Continued)

### LABOR MULTIPLIER CALCULATION

Direct Labor	1.00
Payroll Burden/Fringe Benefits, Overhead/General/Administrative	0.51
Overhead/General/Administrative	<u>1.67</u>
Subtotal	3.18
Profit (@ 10%)	<u>0.32</u>
Total Multiplier	3.50

**Polk County Contract - RFP 23-328**

**Job Title Definitions**

<b>Descriptions and Responsibilities of Personnel</b>			
<b>Classification</b>	<b>Position Overview</b>	<b>Responsibilities</b>	<b>Education/Experience</b>
Principal	Owner or top managerial position: supervises project/team managers in more than one discipline; directs marketing efforts	Oversees large projects the firm undertakes, leads presentation; can commit to fees, scope of work and schedules; quality control and quality assurance	Bachelor's Degree PE, AICP, RLA or PG required 20 or more years of experience in area of practice
Senior Project Manager	Management of complex projects involving multiple technical disciplines and/or sub-consultants; preparation of proposals, scopes and fees for projects; responsible for supervision and planning, design and construction phases of project, meeting budget and schedule	Duties similar to a Project Manager with the additional responsibilities for developing overall project management strategy, monitoring day-to-day activities of the project team, manage schedules, budgets and overall project organization, ensure requirements and project deliverables dates are clearly communicated understood and executed	Bachelor's Degree PE, AICP, RLA or PG required 8 or more years of experience in area of practice
Project Manager	Management of projects; preparation of proposals, scopes and fees for projects; responsible for supervision and planning, design and construction phases of project, meeting budget and schedule	Supervises the project to make sure it is within budget and on schedule. Prime contact with client; acts as a representative to client and manages subconsultants throughout the project; responsible for production of project and coordinates work effort and schedule with each discipline involved in the project	Bachelor's Degree PE, AICP, RLA or PG required 5 or more years of experience in area of practice

**Polk County Contract - RFP 23-328**

**Job Title Definitions**

<b>Descriptions and Responsibilities of Personnel</b>			
<b>Classification</b>	<b>Position Overview</b>	<b>Responsibilities</b>	<b>Education/Experience</b>
Senior Engineer	Supervising engineering activities of complex projects involving multiple technical disciplines and/or sub-consultants; responsible for supervision and planning, design and construction phases of project	Overseeing and conducting project activities, performing engineering analyses and reporting	Bachelor's Degree PE required 8 or more years of experience in area of practice
Project Engineer	Areas of specialization include: civil, structural traffic, geotechnical, water resources, environmental and construction. Supervises other staff members in their respective area of expertise. Responsible charge for designated area of expertise	Responsibilities include site/civil engineering design, geotechnical evaluation of reports, traffic engineering, design of water resources areas, environmental engineering evaluation and design, and/or construction observation in disciplines listed above	Bachelor's Degree PE required 5 or more years of experience in area of practice
Engineer	Areas of specialization include: civil, structural, traffic, geotechnical, water resources, environmental and construction. Works under a supervisor/registered PE in their respective area	Responsibilities include site/civil engineering, geotechnical engineering, structural engineering, traffic engineering, water resources and environmental engineering. Collects data, performs tests and analyses and/or construction observations	BS in Engineering required. EI or Graduate Engineer or Planner 0-4 years of experience
Senior Geologist/Scientist	Qualified geologist/scientist proficient in knowledge of geology and environmental issues. Considered technical expert in their area of specialization	Fully capable of performing the most technically challenging work in their area of expertise. Assist in the performance of assessments of environmentally sensitive areas and provides plans to minimize impact where necessary	BS in Geology and/or Environmental Science 8 or more years of experience

**Polk County Contract - RFP 23-328**

**Job Title Definitions**

<b>Descriptions and Responsibilities of Personnel</b>			
<b>Classification</b>	<b>Position Overview</b>	<b>Responsibilities</b>	<b>Education/Experience</b>
Geologist/Scientist	Qualified geologist/scientist proficient in knowledge of geology and environmental issues. Considered technically proficient in their area of specialization	Responsibilities include geotechnical and geology related duties. Collects data, performs tests and analyses and/or construction observations	BS in Geology and/or Environmental Science 0 to 8 yrs experience
Drilling Operations Manager	Qualified specialist ability and knowledge in the drilling industry. Manages multiple crews and responsible for resource needs and new technologies. Prepares or reviews drilling services proposals and budgets	Responsibilities may include project management, resource allocation and management, staffing and supervision, troubleshooting, implementation of specialty field services	15 or more years of experience in Florida drilling techniques and equipment
Laboratory Manager	Manages laboratory staff and resources, oversees testing, reviews results	Responsible for lab certifications, training and oversight of lab technicians, reviews lab equipment for functionality and calibrations, orders equipment and supplies as needed.	8 or more years of experience in soils and materials testing
Senior Inspector	Advanced experience, ability and knowledge in their area of specialization. Areas include both vertical and horizontal construction	Fully capable of performing the most technically challenging work in their area of expertise. Responsibilities may include construction observation, processing of RFI's, review and coordination of construction schedules, assistance in review of pay requests	5-10 years of experience on similar projects

**Polk County Contract - RFP 23-328**

**Job Title Definitions**

<b>Descriptions and Responsibilities of Personnel</b>			
<b>Classification</b>	<b>Position Overview</b>	<b>Responsibilities</b>	<b>Education/Experience</b>
Inspector	Qualified inspector proficient in their area of expertise. Areas include both vertical and horizontal construction	Performs inspection work under supervision of senior inspector or project manager. Prepare daily and weekly reports of construction activities and progress	1-5 years of experience on similar projects, or 2 years of specialized training beyond high school level
Senior Technician/CADD Designer	Advanced experience, ability and knowledge in their area of specialization, including but not limited to planning, engineering, architecture or landscape architecture	Fully capable of performing the most technically challenging work in their area of expertise. Work includes basic planning and/or design tasks, preparation of planning and construction documents in CADD or manually generated drawings	5-10 years of experience on similar projects
Technician	Qualified technician in their area(s) of expertise, including but not limited to planning, engineering, or architecture	Performs routine work under general supervision of project manager or technical discipline leader, including CADD and manually generated documents and drawings	1-5 years of experience on similar projects, or 2 years of specialized training beyond high school
Technical Secretary/Admin Assistant	Experience in customer service, handling office machines, mail, data entry, supplies. Provides support to Principal staff.	Performs general office duties as customer service, handling office machines, handling mail, data entry, ordering supplies. Proficient with internet, word, excel. Invoicing, collections, scheduling	High school diploma 1-2 years of work experience on similar position or 2 years of specialized training beyond high school

**Madrid Engineering Group, Inc. dba Madrid CPWG**  
**2023 Master Standard Fee Schedule for Field & Lab Services**  
**2030 State Road 60 East / Bartow, FL / 33830 / 863-533-9007**



August *EXHIBIT "A" SPECIFIC SERVICES* **2023**  
**AFP#** *POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND*  
*CONSTRUCTION MATERIAL TESTING RFP 23-328* **UNIT** **RATE**

100	Aggregate Acid Insol Retained 200 Sieve FM 5-510	Each	\$ 95.00
101	Aggregate Carbonates & Organic Matter FM 5-514	Each	\$ 315.50
104	Aggregate Sieve Analysis of Fine & Coarse AASHTO T27	Each	\$ 81.00
105	Aggregate Soundness AASHTO T104	Each	\$ 350.00
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Each	\$ 94.30
107	Aggregate Total Moisture Content by Drying AASHTO T255	Each	\$ 45.50
108	Aggregate Unit Mass & Voids AASHTO T19	Each	\$ 63.00
200	Asphalt Bulk Specific Gravity FM 1-T166 (total density)	Each	\$ 79.00
201	Asphalt Content FM 5-563	Each	\$ 158.00
203	Asphalt Gradation & Content FM 1-T030 & FM 5-563	Each	\$ 250.00
204	Asphalt Gradation FM 1-T030	Each	\$ 97.00
206	Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Each	\$ 385.00
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Each	\$ 370.00
208	Asphalt Max Specific Gravity FM 1-T209	Each	\$ 220.00
209	Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 231.50
210	Asphalt Pvmt. Coring – 4" dia without Base Depth Check	Each	\$ 185.00
211	Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 245.00
212	Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 202.00
300	Concrete Beam Flexural Testing ASTM C78	Each	\$ 63.00
301	Concrete Compressive Strength of Mortar ASTM C109	Each	\$ 33.50
302	Concrete Cylinder Curing & Breaking ASTM C39	Each	\$ 36.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Each	\$ 63.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Each	\$ 138.00
305	Concrete Pavement Coring - 4" Dia	Each	\$ 204.00
306	Concrete Pavement Coring - 6" Dia	Each	\$ 230.00
401	Geo Auger Borings-Hand & Truck/Mud Bug	Foot	\$ 12.00
402	Geo Auger Borings-Track	Foot	\$ 15.50
405	Geo Barge (Owned)	Day	\$ 3,275.00
407	Geo Chainsaw (Owned)	Day	\$ 145.00
408	Geo Concrete Pad & Cover for Monitoring Wells (4'x2'x2')	Each	\$ 335.00
409	Geo CPT Truck/Mud Bug 0-50 Ft	Foot	\$ 14.75
410	Geo CPT Truck/Mud Bug 50-100 Ft	Foot	\$ 16.00
411	Geo CPT Truck/Mud Bug 100-150 Ft	Foot	\$ 18.00
412	Geo CPT Truck/Mud Bug 150-200 Ft	Foot	\$ 22.00
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 600.00
418	Geo Drill Crew Support Vehicle	Day	\$ 240.00
422	Geo Extra SPT Samples-Barge/Track/Amphibious 0-50 Ft	Each	\$ 85.00
423	Geo Extra SPT Samples-Barge/Track/Amphibious 50-100 Ft	Each	\$ 92.00
424	Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 102.00
425	Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 114.00



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August

**EXHIBIT "A" SPECIFIC SERVICES**  
**POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND**  
**CONSTRUCTION MATERIAL TESTING RFP 23-328**

**2023**

**AFP#**

**UNIT**

**RATE**

426	Geo Extra SPT Samples-Barge/Track/Amphibious 200-250 Ft	Each	\$ 127.00
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 72.50
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 80.00
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 90.00
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 102.50
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 115.00
432	Geo Field Permeability 0-10 Ft Open-End Borehole Method	Each	\$ 400.00
433	Geo Field Permeability 10-25 Ft Open-End Borehole Method	Each	\$ 525.00
435	Geo Grout Boreholes- Barge/Track/Amphibious 0-50 Ft	Foot	\$ 9.50
436	Geo Grout Boreholes- Barge/Track/Amphibious 50-100 Ft	Foot	\$ 11.00
437	Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	Foot	\$ 15.50
438	Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	Foot	\$ 20.00
439	Geo Grout Boreholes- Barge/Track/Amphibious 200-250 Ft	Foot	\$ 24.50
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft up to 4" diam	Foot	\$ 6.50
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft up to 4" diam	Foot	\$ 8.00
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft up to 4" diam	Foot	\$ 11.50
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft up to 4" diam	Foot	\$ 15.50
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft up to 4" diam	Foot	\$ 17.00
445	Geo Grouted Monitor Well 2" 0-50 Ft	Foot	\$ 38.00
446	Geo Hand Auger with DCP (hand CPT) ASTM D1452	Foot	\$ 24.00
447	Geo Hand Auger with SCP (hand probe) ASTM D1453	Foot	\$ 21.00
449	Geo Noise Monitoring	Hour	\$ 200.00
450	Geo Piezometer 2in 0-50 Ft	Foot	\$ 46.50
452	Geo Rock Coring Brg/Track/Amph 0-50 Ft 4" ID & over	Foot	\$ 67.00
453	Geo Rock Coring Brg/Track/Amph 0-50 Ft less than 4" ID	Foot	\$ 61.00
454	Geo Rock Coring Brg/Track/Amph 50-100 Ft 4" ID & over	Foot	\$ 77.00
455	Geo Rock Coring Brg/Track/Amph 50-100 Ft less than 4" ID	Foot	\$ 73.00
456	Geo Rock Coring Brg/Track/Amph 100-150 Ft 4" ID & over	Foot	\$ 98.00
457	Geo Rock Corg Brg/Track/Amph 100-150 Ft less than 4" ID	Foot	\$ 85.00
458	Geo Rock Corg Brg/Track/Amph 150-200 Ft 4" ID & over	Foot	\$ 112.50
459	Geo Rock Corg Brg/Track/Amph 150-200 Ft less than 4" ID	Foot	\$ 100.50
460	Geo Rock Corg Brg/Track/Amph 200-250 Ft 4" ID & over	Foot	\$ 130.50
461	Geo Rock Corg Brg/Track/Amph 200-250 Ft less than 4" ID	Foot	\$ 110.00
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4" ID & over	Foot	\$ 60.00
463	Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	Foot	\$ 45.50
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4" ID over	Foot	\$ 64.00
465	Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	Foot	\$ 55.00
466	Geo Rock Coring Truck/Mud Bug 100-150 Ft 4" ID & over	Foot	\$ 75.00
467	Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	Foot	\$ 62.00
468	Geo Rock Coring Truck/Mud Bug 150-200 Ft 4" ID & over	Foot	\$ 88.00

**Madrid Engineering Group, Inc. dba Madrid CPWG**  
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August

**EXHIBIT "A" SPECIFIC SERVICES**  
**POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND**  
**CONSTRUCTION MATERIAL TESTING RFP 23-328**

**2023**

**AFP#**

**UNIT**

**RATE**

469	Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	Foot	\$ 72.00
470	Geo Rock Coring Truck/Mud Bug 200-250 Ft 4" ID & over	Foot	\$ 106.00
471	Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	Foot	\$ 82.00
472	Geo Saximeter Testing	Hour	\$ 165.00
473	Geo SPT Barge/Track/Amphibious 0-50 Ft	Foot	\$ 23.00
474	Geo SPT Barge/Track/Amphibious 50-100 Ft	Foot	\$ 29.00
475	Geo SPT Barge/Track/Amphibious 100-150 Ft	Foot	\$ 47.50
476	Geo SPT Barge/Track/Amphibious 150-200 Ft	Foot	\$ 65.00
477	Geo SPT Barge/Track/Amphibious 200-250 Ft	Foot	\$ 73.50
478	Geo SPT Truck/Mud Bug 0-50 Ft	Foot	\$ 16.00
479	Geo SPT Truck/Mud Bug 50-100 Ft	Foot	\$ 19.00
480	Geo SPT Truck/Mud Bug 100-150 Ft	Foot	\$ 30.00
481	Geo SPT Truck/Mud Bug 150-200 Ft	Foot	\$ 40.50
482	Geo SPT Truck/Mud Bug 200-250 Ft	Foot	\$ 45.50
483	Geo Temp Casing 3" Barge/Track/Amphibious 0-50 Ft	Foot	\$ 15.00
484	Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	Foot	\$ 18.00
485	Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	Foot	\$ 21.00
486	Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	Foot	\$ 26.00
487	Geo Temp Casing 3" Barge/Track/Amphibious 200-250 Ft	Foot	\$ 32.00
488	Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	Foot	\$ 10.50
489	Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	Foot	\$ 13.50
490	Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	Foot	\$ 17.00
491	Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	Foot	\$ 20.50
492	Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	Foot	\$ 22.00
493	Geo Temp Casing 4" Barge/Track/Amphibious 0-50 Ft	Foot	\$ 18.00
494	Geo Temp Casing 4" Barge/Track/Amphibious 50-100 Ft	Foot	\$ 20.00
495	Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	Foot	\$ 22.00
496	Geo Temp Casing 4" Barge/Track/Amphibious 150-200 Ft	Foot	\$ 25.00
497	Geo Temp Casing 4" Barge/Track/Amphibious 200-250 Ft	Foot	\$ 30.00
498	Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	Foot	\$ 12.00
499	Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	Foot	\$ 15.00
500	Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	Foot	\$ 17.00
501	Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	Foot	\$ 19.00
502	Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	Foot	\$ 23.00
503	Geo Temp Casing 6" Barge/Track/Amphibious 150-200 Ft	Foot	\$ 39.00
504	Geo Temp Casing 6" Barge/Track/Amphibious 200-250 Ft	Foot	\$ 46.00
505	Geo Temp Casing 6" Barge/Track/Amphibious 0-50 Ft	Foot	\$ 21.00
506	Geo Temp Casing 6" Barge/Track/Amphibious 50-100 Ft	Foot	\$ 25.00
507	Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	Foot	\$ 32.00
508	Geo Temp Casing 6" Truck/Mud Bug 0-50 Ft	Foot	\$ 17.00

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**UNIT**

**RATE**

509	Geo Temp Casing 6" Truck/Mud Bug 50-100 Ft	Foot	\$ 19.00
510	Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	Foot	\$ 21.00
511	Geo Temp Casing 6" Truck/Mud Bug 150-200 Ft	Foot	\$ 25.00
512	Geo Temp Casing 6" Truck/Mud Bug 200-250 Ft	Foot	\$ 29.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 630.00
515	Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft	Each	\$ 225.00
516	Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft	Each	\$ 249.00
517	Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 300.00
518	Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 355.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 195.00
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 205.00
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 225.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 255.00
523	Geo Vibration and Noise Monitoring (10 hr day max)	Day	\$ 1,475.00
524	Geo Vibration Monitoring (10 hr day max)	Day	\$ 1,250.00
525	Geo Well Development	Hour	\$ 185.00
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 240.00
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 300.00
533	Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 275.00
534	Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 355.00
539	Geo Wash Boring 0-50 Ft	LF	\$ 12.00
540	Geo Wash Boring 50-100 Ft	LF	\$ 14.00
541	Geo Wash Boring 100-150 Ft	LF	\$ 19.00
542	Geo Wash Boring 150-200 Ft	LF	\$ 22.00
543	Geo Wash Boring 200-250 Ft	LF	\$ 24.00
602	Mobilization - Vibration Monitoring Equipment	Each	\$ 280.00
603	Mobilization Asphalt Coring Equipment	Each	\$ 400.00
606	Mobilization Concrete Coring	Each	\$ 400.00
607	Mobilization Cone Penetrometer Test Rig (<100 miles one way)	Each	\$ 950.00
609	Mobilization Drill Rig Barge Mount	Each	\$ 10,000.00
610	Mobilization Drill Rig Track Mount	Each	\$ 3,000.00
611	Mobilization Drill Rig Trailer Mount	Each	\$ 660.00
612	Mobilization Drill Rig Truck Mount (<100 miles 1-way)	Each	\$ 600.00
614	Mobilization Mudbug/All Terrain Vehicle	Each	\$ 1,375.00
618	Mobilization Support Boat	Each	\$ 545.00
619	Mobilization Tri-Pod	Each	\$ 1,500.00
621	Mob Barge Large w/ Crane (permit required)	Each	\$ 35,000.00
622	Mob Barge Small w/ Crane (permit not required)	Each	\$ 26,600.00
700	MOT Arrow Board	Each	\$ 85.00
701	MOT Attenuator Truck	Hour	\$ 235.00

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August

**EXHIBIT "A" SPECIFIC SERVICES**  
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**UNIT**

**RATE**

702	MOT Channelizing Devices – Type I, II, VP, Drum (each)	Each	\$ 6.20
703	MOT Light Tower	Each	\$ 222.50
704	MOT Portable Changeable Message Sign (PCMS)	Each	\$ 235.00
705	MOT Portable Lighting	Each	\$ 165.00
706	MOT Portable Sign	Each	\$ 53.00
708	MOT Provide Channelizing Devices – Cone	Each	\$ 6.50
711	MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	Hour	\$ 185.00
712	MOT Support Vehicle / Support Truck	Hour	\$ 155.00
800	Soils Chloride Soil or Water FM 5-552	Each	\$ 100.00
802	Soils One Dim. Consol AASHTO T216 / ASTM D2435 (up to 12 Loads)	Each	\$ 630.00
804	Soils Consol-Extend Load Incrmnts AASHTO T216 / ASTM D2435	Each	\$ 189.00
805	Soils Corrosion Series FM 5-550 through 5-553	Each	\$ 280.00
806	Soils Direct Shear Consolid Drained / Point AASHTO T236 / ASTM D3080	Each	\$ 455.00
808	Soils Flexible Wall Permeability ASTM D5084	Each	\$ 525.00
809	Soils Hydrometer Only AASHTO T88 / ASTM D422	Each	\$ 160.00
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Each	\$ 395.00
811	Soils Liquid Limit AASHTO T89	Each	\$ 63.00
812	Soils Materials Finer than 200 Sieve FM 1-T011	Each	\$ 50.00
817	Soils Moisture Content Laboratory AASHTO T265	Each	\$ 18.00
818	Soils Moisture Content Microwave AASHTO D4643	Each	\$ 21.00
819	Soils Organic Content Ignition FM 1 T-267	Each	\$ 48.00
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Each	\$ 200.00
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Each	\$ 79.00
823	Soils Permeability Constant Head AASHTO T215	Each	\$ 362.00
824	Soils Permeability Falling Head FM 5-513	Each	\$ 375.00
825	Soils pH Soil or Water FM 5-550	Each	\$ 47.00
826	Soils Plastic Limit & Plasticity Index AASHTO T89/T90 / ASTM D4318	Each	\$ 69.00
827	Soils Proctor Modified FM 1-T180 / ASTM D1557	Each	\$ 143.00
828	Soils Proctor Standard AASHTO T99 / ASTM D698	Each	\$ 138.00
829	Soils Resistivity Soil or Water FM 5-551	Each	\$ 61.00
831	Soils Specific Gravity AASHTO T100	Each	\$ 85.00
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Each	\$ 155.00
833	Soils Sulfate Soil or Water FM 5-553	Each	\$ 74.00
834	Soils Swell Potential (ASTM D4546)	Test	\$ 180.00
836	Soils Tri Cnsl-Undrn (CU) PtCell AASHTO T297 / ASTM D4767	Each	\$ 650.00
837	Soil Tri Uncsl-Undrn (UU) PtCell AASHTO T296 / ASTM D2850	Each	\$ 550.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Each	\$ 155.00
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Each	\$ 230.00

**Madrid Engineering Group, Inc. dba Madrid CPWG**  
**2023 Master Standard Fee Schedule for Field & Lab Services**  
**2030 State Road 60 East / Bartow, FL / 33830 / 863-533-9007**



August

**EXHIBIT "A" SPECIFIC SERVICES**  
**POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND**  
**CONSTRUCTION MATERIAL TESTING RFP 23-328**

**2023**

**AFP#**

**UNIT**

**RATE**

<b>OTHER TESTING SERVICES</b>			
	Geo Rock Coring Equipment or Core Boxes	Quote	
	Crane Rental	Quote	
	Core equipment rental	Quote	
	Geo Hand Probe (cone-tip penetrometer)	Quote	
	Mobilization between widely spaced borings, cores or wells	Quote	
	Geo Bollards installed for Monitoring Wells	Each	\$ 115.00
	Geo Engraved ID Tag for Monitoring Wells	Each	\$ 40.00
	Geo Well Permit	Each	\$ 350.00
	Wash Drilling - 6"	Foot	\$ 17.00
	Mobilization of crew, specialty equipment, or 100+ miles 1-way	Quote	
	Bulk sample collection (max 2 buckets/bags per sample, <3' depth)	Each	\$ 85.00
	Other misc geotechnical field services (quote per job)	Quote	
	Sample Storage (up to 5 years) (per box of up to 12 sample jars)	Each	\$ 35.00
	Manual Shallow Test Pit Excavation (2' x 2' x 2' typical)	Each	\$ 115.00
	Manual Shallow Test Pit Excavation w/auger boring	Each	\$ 160.00
	Seasonal High Water Table Evaluation	Each	\$ 175.00
	Undisturbed Shallow Sample Collection (2 per Test Pit)	Each	\$ 85.00
	Floor Slab Elevation Survey (per floor, 4000sf or less)	Each	\$ 800.00
	Geo Permit for ROW Access (quote per job)	Quote	
	Madrid CPWG or Subcontracted Survey Services (quote per job)	Quote	
	Geo Subcontracted Geophysical Services (quote per job)	Quote	
	MOT 2 Flaggers and portable signs/cones	Day	\$ 1,350.00
	MOT 2 Flaggers and portable signs/cones (1/2 day only)	Each	\$ 825.00
	Thickness Determination-Roadway Sub-base (minimum 4 per trip)	Each	\$ 40.00
	Thickness Determination-Roadway Base(minimum 4 per trip)	Each	\$ 40.00
	Width of Roadway (each)	Each	\$ 28.00
	Misc Equipment Rental	Quote	
	Falling Head Permeability (in well)	Each	\$ 500.00
	Soils Carbonate Content (Rapid) ASTM D4373	Each	\$ 86.00
	Soils Sample Prep for consol, triax, perm, or UC	Each	\$ 150.00
	Aggregate Unit Mass & Voids AASHTO T19	Each	\$ 75.00
	Concrete Air Tests (ASTM C231) per set of 3	Each	\$ 32.00
	Concrete Unit Weight (ASTM C138) per set of 3	Each	\$ 35.00
	Concrete slump tests	Each	\$ 24.00
	Concrete Compressive Strength of Grout Prisms ASTM C1019	Each	\$ 37.50
	Concrete Sulfur Capping ASTM C617	Each	\$ 35.00
	Soils Unit Weight, Porosity & Field Capacity (ASTM D7263)	Each	\$ 86.00
	Shipping of samples to specialty lab or other location	Quote	

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



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

## EXHIBIT C

### Board of County Commissioners

#### REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying .....	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk .....	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Computer Services Non-reimbursable
5. Travel Expenses In accordance with Chapter 112.061, F.S.;  
and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS Actual Costs
7. Pre-approved Equipment  
(includes purchase and rental of equipment used in project) Actual Costs