

## **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 AECOM Technical Services, Inc. (the “Consultant”) a California corporation, located at 300 South Grand Avenue, 9<sup>th</sup> Floor, Los Angeles, CA 90071 , and whose Federal Employer Identification Number is: 95-2661922.

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

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

**WHEREAS**, the County has solicited for these services via RFP 25-308, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

### **1.0 Term**

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

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

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

2.1 Consultant shall perform the services as generally described in (i) the County’s Request for Proposals RFP 25-308, to include all attachments and addenda, and (ii) the Consultant’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 25-308”) all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit “A” and made a part of this

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit “B” may be adjusted by a written Amendment to the Master Consulting Agreement annually

beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

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

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

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

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

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

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

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

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall

be furnished by Consultant to County Auditor's satisfaction.

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

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

### 3.2 Reimbursable

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

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

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

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

## 4.0 Insurance

### 4.1 General Provisions

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



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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

## 5.0 **Standard of Care**

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

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

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

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

## 6.0 **Indemnification**

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

### 6.2 Indemnification.

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

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

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

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

#### 7.0 **Independent Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](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 Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

#### 14.0 **County's Responsibilities**

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

#### 15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

#### 16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the

delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**17.0 Governing Law and Venue**

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

**18.0 Non-Discrimination**

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

**19.0 Waiver**

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

**20.0 Severability**

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

20.2 Any void provision shall be deemed severed from the Agreement and the balance



of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

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

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

21.0 **Entirety of Agreement**

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

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

amendment.

**24.0 Contingent Fees**

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

**25.0 Truth-In-Negotiation Certificate**

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

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

**26.0 Ownership of Documents**

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

**27.0 Access and Audits**

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

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

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

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

28.0 **Notice**

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

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

As to Consultant: AECOM Technical Services, Inc.  
7650 West Courtney  
Campbell Causeway  
Tampa, FL 33607

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: AECOM Technical Services, Inc.  
7650 West Courtney  
Campbell Causeway  
Tampa, FL 33607

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: Karim Shalaby

Name: Virgil Versaggi

Name: Sagar Patel

Name: Jason Berlinsky

Name: Mike Bechard

Name: Amar Patel

Name: Carlos Sousa

Name: Samantha Pitera

Name: Lisette Serrano

Name: Jason Cardalico

Name: Chris Sharp

32.0 **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of

money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

### **33.0 Liquidated Damages**

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

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

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

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

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

costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**35.0 Limitation of Liability.**

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

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

**A. Certification(s).**

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

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

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

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

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

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

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

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

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

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been

placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**37. No Construction Against Drafter**

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

**38. Unauthorized Alien(s)**

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

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

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

By: \_\_\_\_\_  
T.R. Wilson, Chairman  
Board of County Commissioners

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

Review as to form and legal sufficiency

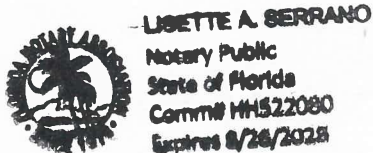
*[Signature]* 8/11/2025  
County Attorney's Office      Date

ATTEST:

By: *Lisette A. Serrano*  
Corporate Secretary  
Lisette A. Serrano  
[Print Name]

DATE: 08/06/2025

SEAL



AECOM Technical Services, Inc.  
a California corporation

By: *[Signature]*  
J. Larry Sauls, P.E.  
[Print Name]

Vice President, Authorized Signatory  
[Title]


DATE: August 5, 2025



**ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY**

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

**ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION**

STATE OF Florida County OF Hillsborough  
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization  
 this Aug. 6<sup>th</sup>, 2025 (Date) by J. Larry Sauls (Name of officer or agent) as  
Vice President / Auth. Signatory (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 Aug. 6<sup>th</sup>, 2025  
 \_\_\_\_\_ (Date) \_\_\_\_\_  
Lisette A. Serrano (Name of Notary typed, printed or stamped)  
 Commission Number HH522080  Expires 06/26/2028

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: AECOM Technical Services, Inc.

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

Title: Vice President, Authorized Signatory

Date: August 5, 2025

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6<sup>th</sup> day of August, 2025, by J. Larry Sauls (name) as Vice President (title of officer) of AECOM Technical Services (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Lisette A. Serrano

Printed Name of Notary Public: Lisette A. Serrano

Notary Commission Number and Expiration: HH522080 Exp. 8/26/2028

(AFFIX NOTARY SEAL)



LISETTE A. SERRANO  
Notary Public  
State of Florida  
Comm# HH522080  
Expires 8/26/2028

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

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

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

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

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

Further Affiant sayeth naught.

AECOM Technical Services, Inc.  
**NONGOVERNMENTAL ENTITY**

  
**SIGNATURE**

J. Larry Sauls, P.E.  
**PRINT NAME**

Vice President, Authorized Signatory  
**TITLE**

August 5, 2025  
**DATE**



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

## Detail by Entity Name

Foreign Profit Corporation

AECOM TECHNICAL SERVICES, INC.

### Cross Reference Name

EARTH TECH, INC.

### Filing Information

**Document Number** F95000004014

**FEI/EIN Number** 95-2661922

**Date Filed** 08/21/1995

**State** CA

**Status** ACTIVE

**Last Event** AMENDMENT

**Event Date Filed** 06/03/2025

**Event Effective Date** NONE

### Principal Address

300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

Changed: 01/19/2021

### Mailing Address

300 South Grand Avenue  
9th Floor  
Los Angeles, CA 90071

Changed: 04/05/2018

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title PRESIDENT, DIRECTOR

CRANE, MATTHEW  
300 SOUTH GRAND AVENUE, 9TH FLOOR  
LOS ANGELES, CA 90071

Title Secretary, Director

Tatevossian, Armond  
300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

Title Director, CEO

Jensen, Karl  
300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

Title FLORIDA LICENSEE-ASSOCIATE VICE PRESIDENT

TRONEL , CLAIRE  
300 SOUTH GRAND AVENUE, 9TH FLOOR  
LOS ANGELES, CA 90071

Title FLORIDA LICENSEE-VICE PRESIDENT

CAPESTANY, PEDRO  
300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

Title SVP

EDELSTEIN, ROBERT  
300 SOUTH GRAND AVENUE  
9TH FLOOR  
LOS ANGELES, CA 90071

Title VICE PRESIDENT

LYONS, JENNIFER  
300 SOUTH GRAND AVENUE, 9TH FLOOR  
LOS ANGELES, CA 90071

Title FLORIDA LICENSEE-VICE PRESIDENT/ VICE-PRESIDENT RESPONSIBLE-IN-CHARGE

PANZARINO, STEPHEN  
300 SOUTH GRAND AVENUE, 9TH FLOOR  
LOS ANGELES, CA 90071

Title AUTHORIZED SIGNATORY

MEJEUR, RANDALL  
300 SOUTH GRAND AVENUE, 9TH FLOOR  
LOS ANGELES, CA 90071

Title CFO, Director

Hall, Allison  
300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

Title FLORIDA LICENSEE-ASSOCIATE VICE PRESIDENT

POISSON, CHRISTOPHER  
300 SOUTH GRAND AVENUE, 9TH FLOOR  
LOS ANGELES, CA 90071

Title AUTHORIZED SIGNATORY

GOOTEE, JENNIFER  
300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

Title VP, FLL

BLAZOWSKI, JEFFREY  
300 South Grand Avenue, 9th Floor  
Los Angeles, CA 90071

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| 2025        | 02/07/2025 |

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## RFP NOTICE

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

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

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

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

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

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

Questions regarding this RFP must be in writing and must be sent to Ken Brush Contract Manager, via email at [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Monday, March 31, 2025, 4:00 p.m.

## RFP REGISTRATION

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

RFP Number: 25-308

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

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

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

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

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

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

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

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

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

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

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

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

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

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

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

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

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

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

***Electronic Proposals Submittal:***

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

"RFP 25-308 Tab 1"

"RFP 25-308 Tab 2"

"RFP 25-308 Tab 3"

"RFP 25-308 Tab 4"

"RFP 25-308 Tab 5"

"RFP 25-308 Tab 6"

"RFP 25-308 Tab 7"

"RFP 25-308 Tab 8"

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

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

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

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

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

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

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

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

Questions regarding this RFP must be in writing and must be sent to Ken Brush via email at [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net) or via fax at (863) 534-6789. All questions must be received by March 31, 2025, 4:00 p.m.

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

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

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

## **INTRODUCTION**

Polk County, a political subdivision of the State of Florida seeks professional CEI Services for Roads and Drainage, and as further defined in the Scope of Services below.

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

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

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

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

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered. You may register by going to the following link: <https://www.polk-county.net/procurement/vendor-registration>. Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future RFP's.

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

## **BACKGROUND, PURPOSE AND SCOPE**

### **Background & Purpose:**

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

## **SCOPE OF SERVICES**

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

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

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

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

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

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

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

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

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

## **AGREEMENT**

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

## **EVALUATION CRITERIA**

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

### **Tab 1 Executive Summary**

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

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



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

(Maximum of four (4) pages)

- a) Provide a short narrative project approach outlining how you propose to staff each type of project that is assigned to your firm. For example, drainage improvements, new sidewalk construction, intersection improvements, signalization projects including drilled shafts and mast arms, street lighting.
- b) Please describe your firm's experience and capabilities in dealing with customer complaints which may include adjacent property owners and the traveling public. Please include at least one example of a complaint received and how your firm worked to resolve the issue.
- c) Briefly describe firm's experience in coordinating and facilitating utility relocations on the types of projects that are described in the Scope of Services.
- d) Briefly describe firm's experience in coordinating with the FDOT Permitting Office on projects where there is an access permit or a construction agreement in place.

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

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

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

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

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
  - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not

assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

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

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
  - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
    - Valid W/MBE Certification from one of the following
      - Florida Minority Supplier Development Council
      - Women Business Enterprise National Council
      - The State of Florida Office of Supplier Diversity
      - Florida Department of Transportation
      - U. S. Small Business Administration
      - Federal Aviation Authority
      - Other Florida governmental agencies

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

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

#### **Tab 6 Interaction with County for Claims Minimization (5 Points)**

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

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

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

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

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

### **BID OPENING**

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

### **Selection Process**

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

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

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

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

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

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

**Elevation Level 2 (Scoring)**

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

Subtotal Points - 20 points

by the process stated under each corresponding Tab description as set forth on Pages 8-12.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to the Project (Tab 2) - 35 points
  - Experience, Expertise, Personnel and Technical Resources (Tab 3) - 35 points
  - Interaction w/ County for Claims Minimization (Tab 6) - 5 points
  - Staff Availability for Work Assignments (Tab 7) – 5 points

Subtotal Points-80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.  
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.  
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.  
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.  
The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.  
The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate

information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

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

- 2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.
- 3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
- 4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
- 5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
- 6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

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

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

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the

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

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

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

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

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

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

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



## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

### **INDEMNIFICATION**

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

### **PUBLIC ENTITY CRIMES STATEMENT**

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

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

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

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

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

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

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

### **CONTRACTUAL MATTERS**

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

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

### **PROPOSAL ACCEPTANCE PERIOD**

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

### **ADDITION/DELETION**

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

### **PROPRIETARY INFORMATION**

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

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

### **REVIEW OF PROPOSAL FILES**

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

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

**RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in

the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

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

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

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

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

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

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

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

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

### **LIMITATIONS**

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

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

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

### **PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

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

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

**A. Certification(s).**

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

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



## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

## **EXHIBIT 1**

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

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

#### **Sending the Survey**

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

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

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

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

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

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

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

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

### **Preparing the Surveys**

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

## Survey Questionnaire – Polk County

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

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

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

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

Subject: Past Performance Survey of Similar work:

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

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

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

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

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

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

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

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

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

(Florida Statutes, Section 448.095)

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

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

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

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

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

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

**ATTEST:**

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

**CONTRACTOR:**

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

March 20, 2025

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

### **ADDENDUM #1**

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

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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: questions and answers

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

Ken Brush

Procurement Contracts Manager

Procurement Division

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

---

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

April 1, 2025

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

**ADDENDUM #2**

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

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

Ken Brush

Procurement Contracts Manager  
Procurement Division

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

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

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

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

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

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

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**Clarification**

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

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

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

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

# ROADS & DRAINAGE CONSTRUCTION ENGINEERING AND INSPECTION PROFESSIONAL SERVICES

POLK COUNTY | RFP #25-308

APRIL 9, 2025







RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 1

## Executive Summary

**AECOM**

Delivering a better world

**TAB 1****EXECUTIVE SUMMARY**

April 9, 2025

Ken Brush, Contract Manager  
Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830

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

Dear Members of the Selection Committee:

AECOM Technical Services, Inc. (AECOM) is excited to present our qualifications to provide Continuing Construction Engineering and Inspection (CEI) Services on a Task Authorization (TA) Basis. We have assembled a team of professionals with the expertise and experience required for the success of your projects in this contract. Our proven management ability, depth and breadth of staff, team member experience, work quality, team reliability, and local presence are the cornerstones that make AECOM perfect for this contract.

AECOM is a full-service Architecture/Engineering (A/E) and CEI firm with over 1,200 talented people throughout Florida, including more than 600 in Central Florida, and over 140+ CEI personnel statewide. We pride ourselves on providing our clients with CEI services that bring projects in on time and within budget, while providing maximum safety and convenience to the public. AECOM is very aware of the importance of this contract, and in coordination with Polk County, we will be proactive in addressing public comments or concerns on any projects assigned. It is our experience that communicating project progress early and often keeps the public and stakeholders informed thereby minimizing potential issues. AECOM is prequalified with the Florida Department of Transportation (FDOT) to provide CEI and design services and has a uniquely clear understanding of the requirements necessary to successfully manage and deliver various projects under this contract. We have developed strong relationships with the County's key personnel involved in roadway construction including traffic operations, and utility coordination. Our team has a deep understanding of the County's priorities and is thoroughly familiar with its processes and procedures.

Our **Senior Project Engineer, Karim Shalaby, PE**, has over 15 years of construction and CEI experience and will be the main contact and team lead. He brings superior project management skills including comprehensive budget and schedule control. He has task-based contract experience with Polk County and others including Osceola County and Seminole County. Karim's past experience also includes 10 years as a construction contractor working on very high-profile projects such as the I-4 Ultimate and the Orlando Airport Terminal C, and he brings extensive hands-on contractor experience to the County's projects. Karim will manage all aspects of this contract, including assigning the appropriate staff based on each scope, and will be Polk County's main point of contact.

We have a wide range of talented CEI staff across Orlando and Central Florida available for this contract. They include Project Administrators, Contract Support Specialists, Inspectors and Senior Inspectors. All proposed inspection staff are fully certified per FDOT requirements and bring a wealth of knowledge and experience necessary to perform the full scope of work required for this contract. Several of our team members have a record of performance delivering on prior Polk County task work order projects including CR 547 at Holly Road, Four Corners Boulevard at US 27, and 80 Ft Road and SR 60 Intersection Improvement projects.

Our team has strong experience with task driven contracts, and we commit to seamless execution of the contract.

AECOM will provide many of the services required under this contract and has teamed up with several firms to increase the depth of resources. We recognize the County's desires to include Polk County firms and W/MBE firms. Our teaming partners include: **Keystone Civil, Inc.**, a woman owned firm that will provide inspection services; **Madrid Engineering Group/CPWG**, a Polk County Entity that will serve as our materials testing laboratory; **Test Lab, Inc.**, a DBE/MBE firm that will provide vibration monitoring services as needed; and **Quest Corporation of America, Inc.**, another DBE/MBE company that will assist the County and project team by providing public information and stakeholder coordination throughout the life of the projects. We have enthusiastically teamed with these subconsultants based on previous project experience, their level of professionalism, and work quality.



## ORGANIZATIONAL STRUCTURE

Our Bartow office will serve as a local resource offering direct support to our team. AECOM has an extensive network of offices ready to provide full support as needed and are committed to exceeding the County's expectations. Our Corporate Headquarters in Tampa houses a team of highly skilled structural, roadway, drainage, and environmental engineers who are available to assist if required. Our strong management, qualified inspection staff and corporate support has allowed us to be successful on hundreds of CEI projects. The County will have access to our depth of resources with CEI personnel located throughout the State of Florida. Services provided to our clients include the following:

- Construction Engineering & Inspection (CEI)
- Claims Analysis
- Constructability Reviews
- Construction Management
- Contractor QC Programs
- Cost Estimating
- Expert Witness Services
- Materials Testing
- Program Management
- Maintenance of Traffic
- Environmental Monitoring
- Project Scheduling

As your trusted partner, AECOM is dedicated to fostering clear transparent communication, proactive problem-solving, and innovative solutions tailored to the unique needs of your county. Together, we can build infrastructure that enhances connectivity, supports economic development, and improves the quality of life for residents. We look forward to the opportunity to contribute to the success of your projects and to strengthen the foundation of your community for generations to come.

## OUR COMMITMENT TO POLK COUNTY

AECOM is committed to the establishment and maintenance of a safe and efficient work environment for all employees free from the effects of alcohol, illegal drugs, and other controlled substances. AECOM has implemented a Substance Abuse Policy and Prevention Program involving substance abuse testing and employee assistance programs.

As you read this proposal you will gain an understanding about our effective project team, our similar contract experience, our understanding of task driven contracts, how we will deliver successful projects to Polk County, and, most importantly, how we are committed to continuing our successful relationship with you. We thank you for this opportunity to present our qualifications and look forward to discussing any questions you may have.

Respectfully submitted,

**AECOM Technical Services, Inc.**



J. Larry Sauls, PE, Vice President

***Authorized Signatory of AECOM Technical Services, Inc.***

T: 813.286.1711 | D: 813.675.6728 | larry.sauls@aecom.com



## Proposers Incorporation Information

(Submittal Page)

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

Company Name: AECOM Technical Services, Inc.

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

TIN #: 95-2661922

Address: 7650 W Courtney Campbell Cswy Ste 700

City: Tampa

State: FL

Zip Code: 33607

County: Hillsborough

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

Contact Person: Karim Shalaby, PE

Phone Number: 540-850-2623

Cell Phone Number: 540-850-2623

Email Address: karim.shalaby@aecom.com

Type of Organization (select one type)

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

State of Incorporation: California

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

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

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

**AECOM TECHNICAL SERVICES, INC.**

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

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

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

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

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

☐ Other (see instructions) ► \_\_\_\_\_

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **D**

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

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

**1178 PAYSHERE CIRCLE**

**6** City, state, and ZIP code

**CHICAGO, IL 60674**

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**or**

**Employer identification number**

9 5 - 2 6 6 1 9 2 2

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign  
Here**

Signature of  
U.S. person ►

*Angu 2 Clavidge*

Date ►

**01/05/2024**

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

# DOCUMENTATION OF INCORPORATION FROM STATE OF FLORIDA

## State of Florida Department of State

I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1995.

The document number of this corporation is F95000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 21, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



*[Signature]*  
Secretary of State

Tracking Number: 896426538CU

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

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

## State of Florida Department of State

I certify from the records of this office that QUEST CORPORATION OF AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 1995.

The document number of this corporation is P95000066089.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of January,  
2024*



*[Signature]*  
Secretary of State

Tracking Number: 2745590988CC

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

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

## State of Florida Department of State

I certify from the records of this office that TEST LAB, INC. is a corporation organized under the laws of the State of Florida, filed on December 15, 1972.

The document number of this corporation is 414761.

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

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighteenth day of April, 2024*



*[Signature]*  
Secretary of State

Tracking Number: 5598338521CU

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

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

## State of Florida Department of State

I certify from the records of this office that KEYSTONE CIVIL, INC. is a corporation organized under the laws of the State of Florida, filed on March 16, 2005, effective March 21, 2005.

The document number of this corporation is P05000039765.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 8, 2025, and that its status is active.

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

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



*[Signature]*  
Secretary of State

Tracking Number: 0980583773CU

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

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

## 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, 2025, that its most recent annual report/uniform business report was filed on February 21, 2025, and that its status is active.

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

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




*[Signature]*  
Secretary of State

Tracking Number: 556811546CC

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

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

## AECOM PROFESSIONAL FLORIDA LICENSES/CERTIFICATIONS



**Florida Department of Transportation**  
605 Suwannee Street  
Tallahassee, FL 32399-0450

**RON DESANTIS**  
GOVERNOR

**JARED W. PERDUE, P.E.**  
SECRETARY

March 31, 2025

Jeff Blazowski, Vice President Transportation Lead  
AECOM TECHNICAL SERVICES, INC.  
7650 West Courtney Campbell Causeway, Suite 700  
Tampa, FL 33607

Dear Mr. Blazowski:

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

2.0 - Project Development & Environmental (PDE) Studies

3.1 - Minor Highway Design  
3.2 - Major Highway Design  
3.3 - Controlled Access Highway Design

4.1.1 - Miscellaneous Structures  
4.1.2 - Minor Bridge Design  
4.2.1 - Major Bridge Design - Concrete  
4.2.2 - Major Bridge Design - Steel  
4.2.3 - Major Bridge Design - Segmental  
4.3.1 - Complex Bridge Design - Concrete  
4.3.2 - Complex Bridge Design - Steel

5.1 - Conventional Bridge Inspection  
5.3 - Complex Bridge Inspection  
5.4 - Bridge Load Rating

6.1 - Traffic Engineering Studies  
6.2 - Traffic Signal Timing  
6.3.1 - Intelligent Transportation Systems Analysis and Design  
6.3.2 - Intelligent Transportation Systems Implementation  
6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications  
6.3.4 - Intelligent Transportation Systems Software Development

7.1 - Signing, Pavement Marking and Channelization  
7.2 - Lighting  
7.3 - Signalization

9.1 - Soil Exploration  
9.4.1 - Standard Foundation Studies

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10.1 - Roadway Construction Engineering Inspection  
10.3 - Construction Materials Inspection  
10.4 - Minor Bridge & Miscellaneous Structures CEI  
10.5.1 - Major Bridge CEI - Concrete  
10.5.2 - Major Bridge CEI - Steel

11.0 - Engineering Contract Administration and Management

13.3 - Policy Planning  
13.4 - Systems Planning  
13.5 - Subarea/Corridor Planning  
13.6 - Land Planning/Engineering  
13.7 - Transportation Statistics

14.0 - Architect

15.0 - Landscape Architect

21.0 - Acquisition, Negotiation, Closing, and Order of Taking

24.0 - Acquisition Relocation Assistance

25.0 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until April 01, 2026, for contracting purposes.

Approved Rates

| Home Overhead | Field Overhead | Premium Overtime | Home Direct Expense | Field Direct Expense |
|---------------|----------------|------------------|---------------------|----------------------|
| 121.29%       | 104.11%        | Excluded         | 10.84%              | 14.02%*              |

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

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

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


Sincerely,  
*Marie Castaneda*

Marie Castaneda  
Professional Services Qualification Administrator

MC/cbhk

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# MADRID CPWG PROFESSIONAL FLORIDA LICENSES/CERTIFICATIONS



**Florida Department of Transportation**

605 Suwannee Street  
Tallahassee, FL 32399-0450

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

July 4, 2024

Sheila Tarte, President  
MADRID ENGINEERING GROUP, INC.  
d/b/a MADRID CPWG  
2030 State Road 60 East  
Bartow, Florida 33830

Dear Ms. Tarte:

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


- 3.1 Minor Highway Design
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 6.3.1 Intelligent Transportation Systems Analysis and Design
- 6.3.2 Intelligent Transportation Systems Implementation
- 6.3.3 Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 Intelligent Transportation Systems Software Development
- 7.3 Signalization
- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 Geotechnical Specialty Laboratory Testing
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 13.4 Systems Planning
- 13.5 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering
- 13.7 Transportation Statistics
- 15.0 Landscape Architect

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

## Approved Rates

| Home Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Home Direct Expense | Field Direct Expense | Published Fee Schedule |
|---------------|----------------|----------------------------------|------------------|---------------------|----------------------|------------------------|
| 218.77%       | 207.38%        | 2.121%                           | Reimbursed       | 8.93%               | 0.26%*               | Yes                    |

## TEST LAB, INC.



**Florida Department of Transportation**

605 Suwannee Street  
Tallahassee, FL 32399-0450

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

October 17, 2024

Carmen Cornwell, President  
TEST LAB, INC.  
4112 West Osborne Avenue  
Tampa, Florida 33614

Dear Ms. Cornwell:

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

- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 9.5 Geotechnical Specialty Laboratory Testing
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until October 31, 2025, for contracting purposes.


### Approved Rates

| Home Overhead | Facilities Capital Cost of Money | Premium Overtime | Home Direct Expense | Published Fee Schedule |
|---------------|----------------------------------|------------------|---------------------|------------------------|
| 169.10%       | 2.516%                           | Excluded         | 19.48%              | Yes                    |

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

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

Sincerely,



Carliayn Kell  
Professional Services Qualification Administrator

CBHK/kw

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## KEYSTONE CIVIL, INC.

### Florida UCP DBE Directory

**Number of Vendors Returned:** 1  
**Selection Criteria:**  
Vendor: KEYSTONE CIVIL INC

|  |             |                        |               |                           |
|--|-------------|------------------------|---------------|---------------------------|
| <b>Vendor Name:</b> KEYSTONE CIVIL INC | <b>MBE:</b> | <b>ACDBE Status:</b> N | <b>SBE:</b> N | <b>Avail Statewide:</b> Y |
|--|-------------|------------------------|---------------|---------------------------|

**Business Description:** CIVIL ENGINEERING CONSULTING


**Mailing Address:** 8433 DUNHAM STATION DR  
TAMPA FL 33647

**Contact Name:** JOY L CHRISTIANO  
**Email:** JCHRISTIANO@KEYSTONECIVIL.COM  
**Phone:** (813)600-5857  
**Fax:** (813)434-2286  
**Web Site:**

**Certified NAICS**

|        |  |
|--------|--|
| 541330 | Engineering Services                                       |
| 541690 | Other Scientific and Technical Consulting Services         |
| 541990 | All Other Professional, Scientific, and Technical Services |
| 611430 | Professional and Management Development Training           |

QUEST CORPORATION OF AMERICA, INC.



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

This Office has completed a review of the audit report information submitted by Quest Corporation of America, Inc. for the period ending December 31, 2023. The rates we have accepted are listed below. This approval allows the Consultant to pursue contracts in excess of the \$500,000 threshold. **This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.**

| REVIEW OF AUDIT REPORT |  |                      |          |
|------------------------|--|----------------------|----------|
| CONSULTANT NAME        | Quest Corporation of America, Inc.         | F/Y Ended            | 12/31/23 |
|                        |  | Rate Expiration Date | 7/1/25   |
| CPA'S NAME             | Ferlita, Walsh, Gonzalez & Rodriguez, P.A. | DATE of RECEIPT      | 6/25/24  |
|                        |  | AUDIT DATE           | 6/14/24  |

**REPORT STATUS**

|          |          |  |                        |
|----------|----------|--|------------------------|
| ACCEPTED | REJECTED | OT PREMIUM                                   | Reimb. Actual Expenses |
| X        |          | Reimbursed<br><small>(Excl or Reimb)</small> | NO                     |

**COST BASED RATES**

| OVERHEAD |        | DIRECT EXPENSE |         |        |
|----------|--------|----------------|---------|--------|
| Home     | Field  | Home           | * Field | FCCM   |
| 108.86%  | 94.23% | 14.68%         | 3.56%   | 0.518% |

\* Includes No Rent or Utilities

**Published Fee Schedule**

|    |
|----|
| NO |
|----|

**FID # 59-3335186**

Jeffrey B. Owens  
Procurement Office  
Florida Department of Transportation  
850-414-4539  
[jeffrey.owens@dot.state.fl.us](mailto:jeffrey.owens@dot.state.fl.us)

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure. However, Indirect Cost Rate information is protected by Title 23 U.S. Code 112.

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: AECOM Technical Services, Inc.

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

Title: Vice President, Authorized Signatory

Date: 03/20/2025

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March, 2025, by J. Larry Sauls, PE (name) as Vice President/Authorized Signatory (title of officer) of AECOM Technical Services, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

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

Printed Name of Notary Public: Lisette A. Serrano

Notary Commission Number and Expiration: HH522080 Exp. 08/26/2028

(AFFIX NOTARY SEAL)





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

(Florida Statutes, Section 448.095)

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

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

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

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

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

Executed this 19th day of March, 2025.

ATTEST:

By: 

PRINTED NAME: Karim Shalaby, PE

Its: Senior Project Manager

CONTRACTOR: 

By: 

PRINTED NAME: J. Jarry Sauls, PE

Its: Vice President



March 20, 2025

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

### **ADDENDUM #1**

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

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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: questions and answers

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

Ken Brush

Procurement Contracts Manager  
Procurement Division

---

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

---

Signature: 

Printed Name: J. Larry Sauls, PE

Title: Vice President/Authorized Signatory

Company: AECOM Technical Services, Inc.

April 1, 2025

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

**ADDENDUM #2**

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

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


Ken Brush

Procurement Contracts Manager  
Procurement Division

---

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

---

Signature: 

Printed Name: J. Larry Sauls, PE

Title: Vice President/Authorized Signatory

Company: AECOM Technical Services, Inc.



RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 2

## Approach to the Project

**AECOM**

Delivering a better world



## TAB 2

## APPROACH TO THE PROJECT

## PROJECT UNDERSTANDING

AECOM is excited to support Polk County in executing its construction program through this contract, with work assigned on a task-by-task basis under the direction of the County's Project Manager or their designee. To meet the demands of this initiative, we have assembled a highly skilled team with extensive experience in delivering exemplary projects. Our team's proven management ability, reliability, depth of staff, team member experience, work quality, responsiveness, and local presence are the cornerstones of this AECOM team.

Acting as an extension of Polk County, our project approach is to take full ownership of the projects from preconstruction through final acceptance. Our **CEI Project Manager, Karim Shalaby, PE** will prepare a Project Execution Plan (PXP) at the start of each project. This PXP will be used in developing a strategic plan to fully document and communicate the plan to all project team members and ensure successful execution of the project. The PXP will include stakeholder information, scope of services, staffing plan, project schedule, budget data, quality assurance program, and other pertinent information necessary to effectively build a cost-effective project that meets the needs of the Polk County. We will establish communication and information sharing with the Engineer of record and ensure the project has been thoroughly vetted prior to construction activities commencing.

## Interpretation of the Scope

The Scope of Services for this contract will utilize Task Authorizations (TA) to provide CEI personnel directly to Polk County for construction projects. AECOM will oversee, organize, and manage every aspect of these construction projects. As the CEI consultant, we will lead pre-construction activities, oversee field construction, and ensure thorough documentation of all materials and activities. Regardless of the work required under this contract, AECOM's extensive and skilled team is equipped to meet the County's needs.

To deliver on this scope, Polk County requires a team that proactively offers solutions for seamless project execution, understands the intricacies and critical aspects of construction, and effectively addresses stakeholder needs and concerns—**AECOM is that team**. We are committed to your success and promise to deliver CEI services you can rely on, ensuring that these projects are completed efficiently and in complete compliance.

## Contract Approach

AECOM is committed to providing comprehensive CEI services to Polk County through Task Authorizations (TA), ensuring that every aspect of construction projects is meticulously managed. As the CEI consultant, AECOM will lead pre-construction activities, oversee field construction, and ensure thorough documentation of all materials and

activities for each project. Our skilled team is equipped to meet the County's needs, offering proactive solutions for seamless project execution, understanding the intricacies of construction, and addressing stakeholder concerns effectively. We promise to deliver reliable CEI services, ensuring projects are completed in compliance with the plans and specifications.

Our contract approach emphasizes communication and organization to exceed Polk County's expectations. Led by Senior Project Engineer Karim Shalaby, PE, our team is not only industry-savvy but also deeply knowledgeable about the requirements necessary to construct and document construction projects. We will initiate a Kickoff Meeting to align with the County's expectations and introduce AECOM's processes. Weekly progress meetings will facilitate ongoing communication and strategic staffing for upcoming projects. Our team is prepared to provide maximum staffing coverage, offering a diverse, experienced, and highly qualified management and inspection staff to support a wide range of construction projects, from roadway widening, bridge construction, intersection improvements and pedestrian facilities, our team has the competent staff to fulfill all CEI requirements.

## Task Authorization Process

The TA development process will be defined by the project, which type of inspection services will be required, and the date services are authorized to begin. This delivery method offers maximum flexibility to Polk County by providing premier CEI staff based on type of work being performed. Karim understands our team must be proactive, flexible, accurate, and responsive to successfully manage this contract.

AECOM has developed a systematic, 5-step TA development and delivery process that anticipates the County's needs and delivers the required services as an extension of County staff. This programmatic approach enables us to perform multiple TAs concurrently. It includes:

- 1. TA Identification:** We will obtain the latest plans to review and develop a manhour estimate to determine the number of inspection staff needed based on anticipated contract duration.
- 2. TA Development and Processing:** After receiving an approved manhour estimate from Polk County, Karim will develop an estimated Fee Sheet based on contract billing rates. Once finalized, the Fee Sheet will be sent to the County where Karim will coordinate with the County's PM to define each task's particulars and create the required contractual documents for execution.
- 3. TA Execution:** Once staff selection has been made by the County, Karim will immediately notify them to discuss the project assignment particulars and ensure they are ready for mobilization.

**4. TA Amendment:** If additional funds are required to complete the project, we will process an Amendment Request promptly, striving to allow sufficient time for processing, approval, and execution.

**5. TA Completion:** For projects that have been Final Accepted, accomplish the contract objectives.

Karim will communicate with the County PM to ensure all required documents have been submitted by the inspector(s). He will promptly submit final invoices and process the required documentation so that any unused funds can be re-encumbered for use on other assignments. Our team strives to close out the project as efficiently and expeditiously as possible, confirming all invoices have been completed before commencing closeout procedures.

**Personnel Review and Approval:** Once a TA has been approved, Karim will thoroughly review the eligible staff resumes to gauge their expertise and experience for the task being considered. There is a substantial difference between an inspector being "certified" versus "qualified." While an inspector may hold all the necessary certifications for a particular work element, they may not have gained the necessary field experience to be qualified for assignments. Karim will only submit qualified candidates and will follow-up periodically with the County's PM to verify the CEI staff's performance, especially for new projects, and immediately address any issues noted.

### Performance Measures

AECOM recognizes the importance of completing a project on time and within budget. Our inspection team will work closely with the Contractor to help them anticipate and avoid potential job-delaying issues. We know performance expectations are high and are committed to exceeding Polk County's goals and objectives.

### Budget Control

Budget control is a critical aspect of managing CEI TWO-based contracts, and AECOM employs a structured approach to ensure financial oversight and accountability throughout the project lifecycle. Our team meticulously tracks expenditures against the approved budget, utilizing advanced project management tools to monitor costs in real-time and identify potential variances early. By maintaining open communication with the contractor, we ensure that any necessary adjustments are discussed and implemented promptly to avoid budget overruns. Additionally, we emphasize detailed documentation and reporting to provide transparency and facilitate informed decision-making. This proactive approach allows us to deliver projects within budget while maintaining the highest standards of quality and efficiency.

### Communication

Clear and consistent communication is essential for the success of any CEI project. By maintaining open lines of communication, directions become easier to understand, reducing ambiguity and misinterpretations, and fostering greater trust among all stakeholders. AECOM emphasizes communication to ensure contract requirements are met and

projects succeed. Our local team, led by proactive Senior Project Engineer, Karim Shalaby, guarantees professional and productive communication, whether in person, via email, or by phone. Karim's communication skills ensure that everyone, from the contractor to the County, is always fully informed.

Our inspection staff exhibit high-level participation and professionalism by maintaining accurate field records, taking project photos, and keeping action item logs. They monitor projects for safety concerns, such as proper MOT, and provide inspection reports, project-related correspondence, and detailed daily work reports. They identify and report discrepancies and document field decisions in accordance with CEI management. Equipped with mobile offices, including laptops with wireless internet access, tablets, digital cameras, smartphones, and scanner/prINTER units, our inspectors ensure uninterrupted communication and facilitate daily documentation of accurate, detailed inspection observations.

### Project Staffing

AECOM employs a systematic approach to staffing task work order-based contracts, ensuring efficient resource allocation and continuity across assignments. Upon receipt of a task order, the Project Manager reviews the scope of work and selects a Task Order Manager with the appropriate skill set and site knowledge, including familiarity with regulatory requirements. Together with discipline leaders and subconsultants, the team identifies and mobilizes qualified personnel tailored to the task's needs. This includes leveraging AECOM's robust resource management tools to balance workloads and share resources among task orders when practical. Staff assigned to this contract is illustrated on the Organizational Chart shown in TAB 7.

Staff assigned to a task order remain dedicated for its duration, with backup staffing plans in place to address unexpected demands or personnel changes. AECOM's matrix organization allows for seamless coordination, ensuring timely, cost-effective performance while maintaining flexibility to adapt to fluctuating project requirements. Additionally, we collaborate with SBE/DBE subconsultants to assign specialized personnel as needed. Once a task order is completed, team members may be reassigned to other projects within their regional or local operating units depending on the timing of future task assignments.

### Constructability Review

No set of design plans are perfect. We understand the importance of identifying potential construction issues ahead of time so that cost-effective solutions can be developed and implemented before they impact the project schedule and budget. Prior to construction commencing, AECOM will perform an in-depth constructability review of the project plans, and address any irregularities or inconsistencies. This review will set the start of construction on solid footing and help minimize future disputes.

## Utility Relocations

AECOM employs a structured and proactive approach to managing utility relocations, ensuring minimal disruptions to project timelines and public services. Our process begins with thorough coordination during the preconstruction phase, where we engage with utility providers to identify potential conflicts and establish clear relocation schedules. We review design plans meticulously to pinpoint utility impacts and collaborate with stakeholders to develop strategies that align with project goals.

During construction, our team maintains close communication with utility companies, contractors, and project owners to monitor progress and address any unforeseen challenges promptly. We engage our expertise in conflict resolution to mitigate delays, ensuring that relocations are completed efficiently and in compliance with all regulatory requirements. Additionally, we prioritize public safety and service continuity by implementing temporary measures, such as rerouting utilities, where necessary. By fostering strong partnerships with utility providers and employing rigorous oversight, AECOM ensures that utility relocations are seamlessly integrated into the overall construction process, minimizing risks and maintaining project momentum.

## Maintenance of Traffic (MOT)

Proper MOT on a construction project is important from both a safety and public relations point of view. AECOM will verify that the Contractor implements the MOT Plan per the contract documents. From experience we have found that noise and dust and the most common complaints on construction projects. Our team will discuss this with the Contractor at the Pre-Construction Meeting to ensure the industry's best practices are implemented. Further, our field staff will verify MOT devices are approved and installed for efficiency and effectiveness to ensure the safety of the traveling public. Any deficiencies that are not immediate safety hazards are to be corrected within 24-hours.

## Permitting

AECOM's management team excels in coordinating access permits and in-place construction agreements to ensure seamless project execution. Our approach begins with a thorough review of all relevant permits and agreements during preconstruction to identify specific requirements or constraints that may impact construction activities. We collaborate closely with regulatory agencies, local authorities, and stakeholders to fully understand the conditions and stipulations tied to these permits and agreements.

Throughout the project, we maintain open communication with all involved parties, providing timely updates and addressing any emerging issues. We ensure compliance with the terms of access permits and agreements, including adherence to designated access routes, specified timeframes, and necessary safety measures. By integrating these requirements into our project management processes, AECOM minimizes disruptions and ensures regulatory compliance. Our proactive coordination efforts streamline

construction operations, mitigate conflicts, and foster positive relationships with regulatory bodies and the community.

## Environmental

Projects assigned may run through environmentally sensitive land. AECOM will take a proactive role in ensuring the Contractor complies with all environmental permit requirements. When required, our team will also make sure a thorough survey is completed for endangered species along with additional preemptive measures listed below.

1. We will meet with the Contractor(s) to address any permitting concerns related to wetlands and/or protected species prior to initiation of construction activities.
2. We will review and establish a strong working knowledge of state and federal environmental permit criteria pertaining to these projects. Based on this knowledge, we will examine construction documents and utility agreements to ensure consistency with state and federal permit requirements and thresholds.
3. We will verify the Contractor(s) is conducting inspection, preparing reports and monitoring all stormwater pollution prevention measure associated with the project.

## Community Outreach and Public Information

As we have learned firsthand working on the West Pipkin Road project, public engagement and community outreach is an ongoing continuous effort throughout the life of the project. We understand the impacts a roadway construction project can have on residents and businesses. We teamed with **Quest Corporation of America, Inc. (Quest)** to efficiently and effectively handle public information and address citizen concerns. AECOM has worked closely with Quest on many projects and enjoy a great working relationship with their team. They will keep stakeholders abreast of project activities – emergency responders, elected/appointed officials, and FDOT, to name a few. They will compose media-related announcements for the project as well as coordinate meetings with the public. Quest will work closely with Polk County's Community Outreach staff to ensure information dissemination is in the County's preferred format and frequency. Quest is also particularly adept with social media usage and live interviews in support of notifications to the traveling public regarding ongoing traffic issues on active construction projects.

## Addressing Unexpected Issues

Unexpected issues are an inevitable part of any project, and the response from the project manager and team is crucial to determining the project's success. Effective communication is the cornerstone of issue prevention and resolution. Should an unexpected issue arise, our project manager will act swiftly to gather all relevant facts and promptly report and discuss them with the County Project Manager. Together, they will evaluate alternatives and implement the most suitable solution to keep the project on track and within budget.

AECOM adheres strictly to authorized work protocols. Any proposed changes to the negotiated assignment scope will be



thoroughly discussed between the AECOM Project Manager and Polk County. Our project manager will prepare a draft amendment to the scope, detailing the changes and providing a draft cost estimate for the additional work. These documents will be forwarded to the County for review and feedback. Following this, the finalized scope amendment and cost estimate will be presented as a formal task work order for approval and signature by the appropriate County personnel.

### On-Site Project Safety

AECOM has a corporate commitment to Safety exhibited by direct involvement from our **Vice President of CEI Services, Larry Sauls, PE**. Our team begins each meeting with a safety moment to remind each of our project team members of its importance in our daily lives. We also participate in Contractor tailgate meetings and hold special joint meetings when beginning a new work activity on the job. In addition, AECOM holds monthly safety staff meetings to maintain and reinforce awareness on safety protocol.

### Materials and Testing Services

The Materials Testing and Acceptance services required for this project will be coordinated through **Madrid Engineering Group/CPWG**, who are FDOT-certified for testing construction materials. We will begin the Materials Testing and Acceptance process by reviewing the Contract Documents including any geotechnical testing required or coordination needed. For those materials requiring sampling and testing for acceptance, our PA and CSS will use a standard spreadsheet for the entry of Quality Control (QC) test results performed by the contractor, Verification (V) test results performed by AECOM as the CEI, and Resolution (R) test results should the need arise. A third-party engineering and testing laboratory shall be used in the event Resolution testing is required. Our CEI inspection staff will observe, inspect, and report daily Contractor construction activities to ensure the work is performed with strict adherence to the approved contract documents and the project is constructed in reasonable conformity with such documents. For non-FDOT projects, we have developed proven spreadsheets that accurately track materials testing information. We will share this information with the Contractor and their QC Team weekly so if any materials issues arise, we can resolve quickly.

### Documentation

AECOM's staff demonstrates proficiency in utilizing various software tools, including SharePoint, electronic timesheets, mobile inspector applications, and spreadsheets, to document materials testing and sampling results efficiently. These tools support the project review process and ensure comprehensive and routine documentation. Digital records for all project documentation are securely maintained on AECOM's SharePoint site and the Tampa server, ensuring safe recordkeeping throughout the contract duration. Our CEI staff meticulously document the Contractor's work and inspection activities in Daily Work Reports (DWRs), prepared daily by inspectors to capture all site activities, including contractor operations, site visits, and significant events. Observations of quality assurance issues or defects are

promptly communicated to the Contractor and documented in the DWR. AECOM prioritizes thorough documentation from the project's inception, maintaining detailed records of daily operations, manpower, equipment, and events, including weather impacts and incidents such as traffic or construction accidents, to ensure safety and continuous improvement.

### Digital Photography/Videography

Documenting project sites is a crucial yet often underestimated task that provides valuable and typically indisputable information during the construction process. Issues frequently arise during construction that necessitate reviewing pre-construction photographic or video documentation, which also serves as a key element in defending claims against stakeholders such as the County. Throughout the project, our team ensures the documentation of as-built conditions in an electronic working set of plans. These are reviewed monthly by our Senior Project Engineer as part of our Quality Assurance Program, with a complete and accurate set delivered to the County upon project completion. This precision is essential for facilitating future modifications or additions by clearly identifying existing conditions. Additionally, as-builts are vital for permit closeouts, ensuring compliance with all permit requirements, including specifications for elevations, drainage structures, swales, and floodplain compensation areas. Our team also conducts thorough reviews of certified as-builts submitted by the Contractor to ensure all standards are met.

### Project Closeout

As projects approach completion, AECOM ensures that all closeout duties are meticulously monitored and accomplished. This includes reviewing as-built drawings, shop drawings, Operations and Maintenance (O&M) Manuals, and warranties for completeness and accuracy. To streamline this process, we adopt a proactive approach by finalizing documentation throughout the project lifecycle. Utilizing tools like Adobe or Bluebeam, we incorporate plan changes such as RFIs into the as-builts electronically, avoiding last-minute rushes. Additionally, as per the latest Standard Specifications, contractors are required to submit certified as-built drawings and surveys for all surface water management systems, signed and sealed by a licensed professional in Florida. This requirement is communicated early to ensure adequate review time before submission to permitting agencies.

AECOM's success in project closeouts stems from early communication and collaboration with contractors, owners, and maintenance teams for elements like signalization that require ongoing attention post-acceptance. Deficiency lists are actively maintained and discussed during weekly meetings to track and resolve outstanding issues efficiently. This structured approach ensures seamless project completion and compliance with all regulatory and contractual obligations.



RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 3

## Experience, Expertise, Personnel & Technical Resources

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**TAB 3****EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES****CR 547 (DAVENPORT BLVD) AT HOLLY HILL ROAD/ ORCHID DRIVE****POLK COUNTY, FLORIDA****Project Representative**

Doug Gable, PE  
 Polk County Roads & Drainage  
 3000 Sheffield Road,  
 Winter Haven, FL 33880  
 Phone Number: 863.535.2285  
 Email: DougGable@polk-county.net

**Completion Date**

Start: April 2023  
 End: August 2023

**AECOM's Responsibility**

Construction Engineering and  
 Inspection Services

**Key Staff | Role**

Karim Shalaby, PE – Senior Project  
 Engineer  
 Sagar Patel– Project Administrator/  
 CSS  
 Alex Rosner- Senior Inspector

**Subconsultant Role**

N/A

**Budget - Original | Final**

Original Budget: \$1.7M  
 Current Budget: \$1.7M

**Reason for Difference**

N/A

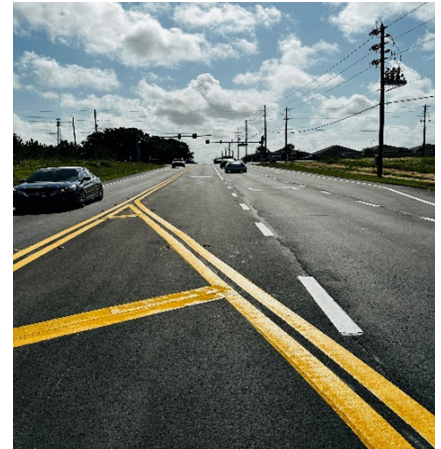
**Time Extensions**

N/A

AECOM provided project administration and CEI services on this \$1.7M proposed improvements included a new traffic signal, sidewalk, and dedicated turn lanes on all four legs of the intersection. This includes eastbound left and right turn lanes, a northbound left turn lane, a southbound left turn lane and a westbound left turn lane.

The work includes, but is not limited to, roadway construction widening, including new signalization and pedestrian features, signing and pavement markings, maintenance of traffic, and Utility adjustments.

The AECOM team has provided full CEI services for Polk County with responsibility including but not limited to, construction contract administration, field inspections, stakeholder coordination, issue resolution and utility coordination.



# FOUR CORNERS BOULEVARD AT US 27

## POLK COUNTY, FLORIDA

### Project Representative

Doug Gable, PE  
Polk County Roads & Drainage  
3000 Sheffield Road,  
Winter Haven, FL 33880  
Phone Number: 863.535.2285  
Email: DougGable@polk-county.net

### Completion Date

Start: March 2024  
End: November 2024

### AECOM's Responsibility

Construction Engineering and  
Inspection Services

### Key Staff | Role

Karim Shalaby, PE – Senior Project  
Engineer  
Sagar Patel– Project Administrator/  
CSS  
Keevan Lal- Senior Inspector

### Subconsultant Role

N/A

### Budget - Original | Final

Original Budget: \$ 1.3M  
Final Budget: \$1.3M

### Reason for Difference

N/A

### Time Extensions

N/A

AECOM provided project administration and CEI services on this \$1.3M project consists of the Four Corner Blvd. widening at US 27 which includes eastbound left, thru, and a right turn lane, westbound lane, and an extension of the northbound left turn lane on US 27.

The work includes, but is not limited to, roadway construction, including modifications to existing signalization and pedestrian features, signing and pavement markings, maintenance of traffic, and Utility relocation.

The AECOM team has provided full CEI services for Polk County with responsibility including but not limited to, construction contract administration, field inspections, stakeholder coordination, issue resolution and utility coordination.





# MISCELLANEOUS PROFESSIONAL CEI SERVICES CONTRACT - HILLSBOROUGH COUNTY

## HILLSBOROUGH COUNTY, FLORIDA

### Project Representative

Rob Swain, Construction Manager  
601 E Kennedy Boulevard  
Tampa FL 33602  
Phone Number: 813.508.0243  
Email: swainR@hcfl.gov

### Completion Date

Start: June 2019  
End: March 2025

### AECOM's Responsibility

Construction Engineering and  
Inspection Services

### Key Staff | Role

Sandra Boudreau, PE, PMP – Senior  
Project Engineer  
Larry Sauls, PE – Quality Assurance  
Chris Mitchell, Ed Krawiec - Senior  
Inspectors  
Chris West, Chris Lipkin, Eisha  
Lockwood, Ryan Lopez, Navin Patel,  
William Rainard, Nick Shulz – Inspector  
Aides  
Gustavo Lotti, Marco Paz – Data  
Analysts

### Subconsultant Role

Matt Lewis, PE

### Budget - Original | Final

Original Budget: \$3,000,000  
Final Budget: TBD

### Reason for Difference

N/A

### Time Extensions due to Change Orders

N/A

This Task Work Order-based contract is a \$3M contract to manage and provide scheduling of CEI staff for projects administered by Hillsborough County including resurfacing with rail coordination, sidewalks, transportation maintenance, claims analysis projects. Other responsibilities include coordination of staff between projects, providing manhour estimates for upcoming projects, budget tracking of staff hours, and review and approval of monthly invoices.



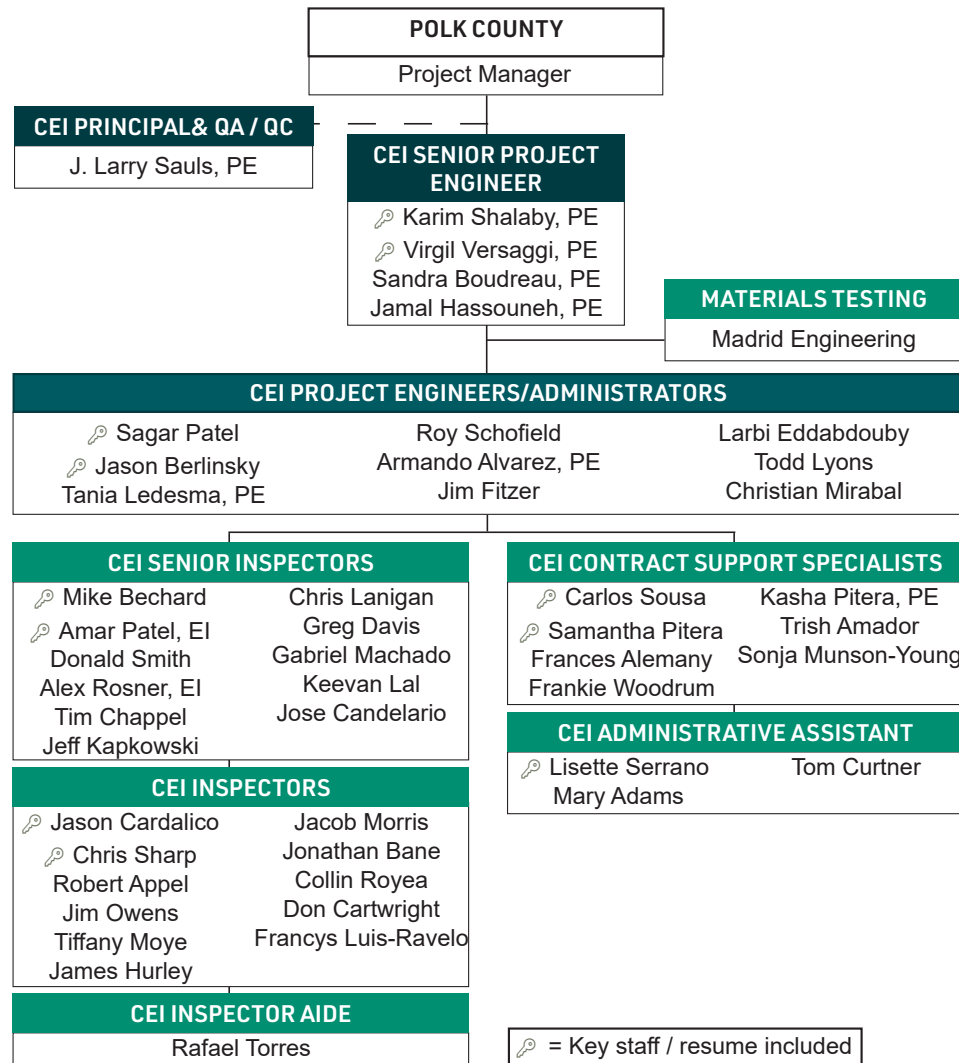
## TEAM ORGANIZATIONAL CHART

As depicted on the organizational chart, Karim Shalaby, PE will act as your primary point of contact. Our team is streamlined to facilitate all work and communication. We have the depth of resources to support this contract as required. We also have experts to assist with any type of need that may arise. In addition, our team will partner with local subconsultants for support services as necessary.

### AECOM

#### POLK COUNTY BOARD OF COUNTY COMMISSIONERS ROADS & DRAINAGE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) PROFESSIONAL SERVICES

CONTRACT SOLICITATION NUMBER: RFP 25-308



#### SUBCONSULTANTS

| FIRM   | ABBREVIATION | DBE / SB |
|--|--------------|----------|
| Madrid Engineering Group, Inc. D/B/A Madrid CPWG | Madrid (TLI) | ✓        |
| Test Lab, Inc.                                   | Quest (KCI)  | ✓        |
| Quest Corporation of America, Inc.               |              | ✓        |
| Keystone Civil, Inc.                             |              | ✓        |

All personnel are AECOM, except where noted.

## RESUMES OF AECOM TEAM PERSONNEL

On the following pages are one-page resumes of AECOM personnel named on the below Team Organizational Chart. Resumes for the identified subconsultant firms are included in the Subconsultant's Qualifications and Resume Section of Tab 3.

## Years of Experience

With AECOM: 5 Years

With Other Firms: 10 Years

## Education

BS, Civil and Infrastructure Engineering with Minor in Business, George Mason University, 2010

## Registration

2015/Professional Engineer/  
Florida #80042

## Certifications

TIN#: S41051789

## CTQP

6-25/Final Estimates, Level 1

6-25/Final Estimates, Level 2

No Expiration/QC Manager

## OTHER

No Expiration/FDEP Stormwater  
Management Inspector

OSHA 10

OSHA 30

## Karim S. Shalaby, PE

*CEI Senior Project Engineer / Contract Manager*

Mr. Shalaby is a Civil Engineer and Project Manager with field and management experience working in heavy-civil highway construction. In his 15 years in the construction industry, Mr. Shalaby has 10 years working directly on the contractor's side with extensive hands-on construction experience working on large, public-private-partnership (P3), joint venture, and design-build projects. He has brought these valuable contractor and construction management expertise to the owner's side since 2020 managing a variety of CEI projects representing different owners, government and local agencies across the Central Florida region.

**Senior Project Engineer, Polk County West Pipkin Road Improvements, Lakeland, FL – Project # 5400128 (5/2023 – Present).** Senior Project Engineer on this \$44M roadway reconstruction and improvement project on W. Pipkin Road from Medulla Road to Florida Ave S (SR-37) for Polk County, Florida. The scope includes new roadway construction, roadway widening, milling and resurfacing, utility relocation, drainage, concrete box culvert construction, lighting, signalization, maintenance of traffic, sidewalks and signing & pavement markings.

**Senior Project Engineer, Polk County Four Corners Blvd at US 27 Intersection, Four Corners, FL – Project # 5400169 (3/2024 – 11/2024).** Senior Project Engineer on this intersection improvement project for Polk County, Florida. The main scope includes adding and extending turn lanes, upgrading existing traffic and pedestrian signals, milling and resurfacing, concrete sidewalks, and signing and pavement markings.

**Senior Project Engineer, Polk County CR 547 at Holly Hill Rd/Orchid Dr Intersection, Davenport, FL – Project # 5400167 (3/2023 – 10/2023).** Senior Project Engineer on this intersection improvement project for Polk County, Florida. The main scope includes construction of a new mast arm signalized intersection, roadway widening, milling and resurfacing, concrete sidewalks, driveways and signing and pavement markings.

**Senior Project Engineer, Osceola County Boggy Creek Road Widening & Reconstruction, Kissimmee, FL – Project # ITB-23-13689-MM (10/2023 – Present).** Senior Project Engineer on this \$90M roadway widening and reconstruction project on Boggy Creek Road from Simpson Road to Narcoossee Road for Osceola County, Florida. The scope includes new roadway construction, roadway widening, milling and resurfacing, utility relocation, drainage, concrete box culvert construction, lighting, watermain and sewer force-main relocation, signalization, maintenance of traffic, sidewalks and signing & pavement markings.

**Senior Project Engineer, Seminole County Lake Mary Blvd at Country Club Road Intersection, Lake Mary, FL – Project # CC-5761-24/MAG (9/2024 – Present).** Senior Project Engineer on this intersection improvement project for Seminole County, Florida. The main scope includes construction of a new mast arm signalized intersection, drilled shafts, roadway widening, milling and resurfacing, concrete sidewalks, driveways and signing and pavement markings.

**Senior Project Engineer, FDOT, District 5, Orlando Operations CEI Group 248, Orlando, FL – Contract # CAT78 (9/2024 – Present).** Senior Project Engineer on this CEI Group 248 for FDOT District 5's Orlando Ops. The group includes two milling and resurfacing projects:

- 447104-1 SR 500 (Orange Blossom Trail) from SR 50 to SR 414 Ramps
- 448801-1 SR 416 (Silver Star Rd) from SR-438 (Princeton St) to SR-500 (US 441)

Both projects involve asphalt resurfacing, roadway widening, safety improvements, traffic signal upgrades, and sidewalk improvements.  
Project Value: Various



## Education

MS, Advanced Technologies  
Entrepreneurship, University of South  
Florida, 2010  
BS, Civil Engineering, University of  
South Florida, 2006

## Registration

2013/Professional Engineer/  
Florida #75474

**TIN #: V62287881**

## CTQP

9-25/Asphalt Paving Technician,  
Levels 1 & 2  
8-25/Earthwork Construction  
Inspection, Level 1  
7-25/Earthwork Construction  
Inspection, Level 2  
1-26/Pile Driving Inspection  
11-25/Drilled Shaft  
3-26/Final Estimates, Levels 1 & 2  
No Expiration/QC Manager

## OTHER

8-25/SSPC Bridge Coating Inspector  
(BCI) Level 1  
1-27/Critical Structures Construction  
Issues SSC  
No Expiration/FDEP Qualified  
Stormwater Management Inspector #  
24315  
3-26/Temporary Traffic Control (TTC)  
Advanced - FDOT Approved #82490  
IMSA Traffic Signal Tech & Inspector

## Years of Experience

With AECOM: 2 Years  
With Other Firms: 14 Years

Expressway, a connection from US-19 to I-275 and Bayside Bridge to I-275 in a very urban area (elevated roadway) and widening of I-275 (concrete pavement) to create express toll lanes (federally funded). Coordination and supervision of in-house and sub-consultant inspectors; assigning daily tasks to CEI personnel; reviewing daily reports for completeness and accuracy; addressing contractor constructability concerns and issues; utility coordination for relocation and identification/protection of infrastructure; tracking and recording pay quantities for periodic and final estimates; reviewing and negotiating Notice of Intents; processing and tracking change orders; coordination of shop drawings; processing and responding to RFI's, RFM's and NCR's; reviewing contractor monthly schedules; tracking and processing weather days; coordinating and conducting Progress and Pre-Activity Meetings; addressing concerns of local residents, businesses and stakeholders; coordinating bridge inspection closeout activities with the EOR, County, and FDOT for inspection and acceptance; and overseeing closeout of project. Project Value: \$625M

## Virgil Versaggi, PE

*CEI Senior Project Engineer*

Mr. Virgil Versaggi has over 16 years of construction inspection and engineering. He has gained practical experience in the field of transportation engineering including aspects of planning, environmental engineering, traffic operations, surveying and mapping and bridge maintenance and utility coordination. Virgil has successfully completed projects that included new construction, design-build, expansion of existing highway systems, foundations, final estimates, quality control, survey, reports, supplemental agreements, claims, and change orders, and unexpected and planned utility coordination/relocation/impacts.

## Experience

**Senior Project Engineer, SR 55 (US 19) from W. Jump Court to County Road 44 (W. Ft. Island Trail), FDOT District Seven, Citrus County, FL (01/25-Present).** This is a \$52M construction project consisting of the reconstruction of SR 55 (US 19) including widening, milling, and resurfacing, drainage, sidewalk/shared use path, signing, pavement marking, signalization, lighting, and utility relocations from W. Jump Ct., northerly 4.805 miles, to County Road 44 (W. Ft. Island Trail). The project stormwater ponds discharge directly to Outstanding Florida Waters and environmental considerations are extremely important. The project geology includes a limestone layer close to the existing ground elevation contributing to numerous subsurface anomalies requiring remediation by compaction grouting and shallow subsurface polyurethane injection grouting. The project corridor is adjacent to the Crystal River Airport and includes numerous large businesses requiring communication and coordination for ingress/egress. There are four UWHCA's included with the project and 9 other UAOs through the corridor. The project also went through a default of the original contractor. AECOM continues to successfully guide the Surety and Completion Contractor through issue resolution to complete construction of the project.

**Senior Project Engineer, SR 30 (US 98) from West of SR 377 (US 319) to Ochlocknee Bay Bridge, FDOT District Three, Franklin County, FL (09/24-Present)** This project is a two-lane rural resurfacing, restoration, and rehabilitation (RRR) project consists of roadway milling and resurfacing, signing and pavement markings, and installation of articulating block slope protection. Project Value: \$15M

**Senior Project Engineer, CEI Services for Heartland Ops Campus – Peace River, Hardee County, FL (07/24- Present).** This \$40M+ (Federally Funded) for the construction of a new FDOT Heartland Operations Center in District 1. Project consists of roadway widening, site development, and building construction [H1132 Contract:]

**Senior Project Engineer, Design-Build Gateway Express Lanes, Pinellas County, FL (05/23-Present).** Responsible for the structural and roadway construction of the Gateway

## Education

MS, Civil Engineering, University of South Florida, 2019  
BS, Civil Engineering, Gujarat Technological University, 2016

## Certifications

**TIN #: P340790951**

## CTQP

9-26/Asphalt Paving Technician, Levels 1 & 2  
7-26/Earthwork Construction Inspection, Level 1  
9-26/Earthwork Construction Inspection, Level 2  
7-26/Final Estimates, Levels 1 & 2  
No Expiration/QC Manager

## OTHER

5-27/APNGA Portable Nuclear Gauge Safety & Hazmat  
5-27/Critical Structures Construction Issues SSC-FDOT  
6-27/Fleet Defense Driver Training 2021 USA (AECOM University Cert 3 yr. exp.)  
2-27/IMSA Traffic Signal Inspector #SI\_142562  
11-26/IMSA Traffic Signal Technician, Level 1 #AA\_142562  
12-27/Temporary Traffic Control (TTC) Advanced-FDOT Approved #617933  
No Expiration/FDEP Qualified Stormwater Management Inspector #46268  
No Expiration/OSHA 30-Hour Construction Safety

## Years of Experience

With AECOM: 3.5 Year  
With Other Firms: 3 Years

under this contract which consisted of constructing a roundabout, roadway widening, milling and resurfacing, excavation, embankment, subgrade, base, drainage improvements, performance turf, curb and gutter, lighting, landscaping, irrigation, hardscaping, signing and pavement markings. Responsibilities included obtaining final field measurements of work completed, checking final quantities and calculations, performing plan quantity analyses, assisting with the preparation of the final estimate package and reviewing final as-builts. This was a value-added, non-billable role.

# Sagarkumar (“Sagar”) J. Patel

*CEI Project Engineer / Administrator*

Mr. Sagar Patel is technically knowledgeable in designing and supervising large-scale public work construction projects, such as roads, bridges, tunnels, dams, and buildings. He has experience in estimating, surveying, inspecting and other general Civil Engineering activities as well as demonstrated knowledge and application of FDOT Standard Plans and Specifications for Road and Bridge Construction. Mr. Patel is also proficient in Bluebeam, Primavera P6, AutoCAD, Civil 3D, Revit, ArcGIS, MicroStation, MS Project, MS Office.

## Experience

### **CEI Project Administrator, W Pipkin Road Widening, Polk County, FL (04/23-Present).**

This \$44M county project consists of reconstructing West Pipkin Road from an existing two-lane configuration to a four-lane urban section in Lakeland, Florida. The limits of construction begin at Medulla Road and extends 3.8 miles to the east and ends at S Florida Ave (SR 37). The scope of work includes, but is not limited to, utility adjustments, maintenance of traffic, and roadway construction including drainage, temporary sheet piling, retaining walls, curb and gutter, concrete sidewalk and driveways, ponds, fencing, sod, traffic signal installation with pedestrian features, lighting, signage, and pavement markings.

### **CEI Project Administrator, Four Corners Blvd. and US 27 (SR 25), Polk County, FL (03/24-11/24).**

The \$1.3M project consists of the Four Corner Blvd. widening at US 27 which includes eastbound left, thru, and a right turn lane, westbound lane, and an extension of the northbound left turn lane on US 27. The work includes, but is not limited to, roadway construction, including modifications to existing signalization and pedestrian features, signing and pavement markings, maintenance of traffic, and Utility relocation.

### **CEI Project Administrator, CR 547 at Orchid Dr. / Holly Hill Rd Intersection Project (04/23-10/23).**

The \$1.7M proposed improvements included a traffic signal, sidewalk, and dedicated turn lanes on all four legs of the intersection. This includes eastbound left and right turn lanes, a northbound left turn lane, a southbound left turn lane and a westbound left turn lane.

## Major Projects

448036-1 – Alt US 19/SR 595/5th Ave. N from SR 687/4th St. N to N of 58th St. N  
449128-1 – Alt US 19/SR 595/5th Ave. N from 22<sup>nd</sup> St N to 55th St N  
256774-2 – US 19 (SR 55) from N of SR 580 (Main St.) to Northside Dr.  
256774-3 – US 19 (SR 55) from Northside Dr. to N of CR 95  
405600-2-52-45 – SR 600(N. Dale Mabry Highway) at W. Tampa Bay Blvd., Hillsborough (Fast Response Project)

### **CEI Project Administrator, Thomasson Drive Beautification Project, Collier County, FL (06/21-08/21).**

This \$6M pay item project is in Collier County on Thomasson Drive between Hamilton Avenue and Orchard Lane. AECOM provided CEI services for the improvements

**Education**

BS, Construction Management,  
Everglades University, 2012

**Certifications**

**TIN #: B31802411**

**CTQP**

4-27/Final Estimates, Level 1 & 2  
No Expiration/QC Manager

**OTHER**

8-25/Temporary Traffic Control (TTC)  
Advanced - FDOT Approved  
8-27/Critical Structures Construction  
Issues SSC – FDOT  
No Expiration/FDEP Qualified  
Stormwater Management Inspector  
#2076  
No Expiration/Confined Space Entry  
OSHA 29 CFR 1910.146  
No Expiration/Grouting Video Tutorial

**Years of Experience**

With AECOM: 23 Years  
With Other Firms: 13 Years

**Jason Berlinsky**

*CEI Project Administrator*

Jason Berlinsky has over 36 years of experience in heavy highway construction including equipment operation, construction surveying, inspection, supervision, and construction contract management. His background includes MSE retaining wall construction, bridge structures, mass excavation, clearing and grubbing, finish grading, stabilized subgrade, base operations, paving. He has successfully delivered projects through both design-bid-build and design-build methodologies.

**Experience**

**Project Administrator, SR 55 (US 19) from W. Jump Court to County Road 44 (W. Ft. Island Trail), FDOT District Seven, Citrus County, FL (11/18-Present).** This is a \$52M construction project consisting of the reconstruction of SR 55 (US 19) including widening, milling, and resurfacing, drainage, sidewalk/shared use path, signing, pavement marking, signalization, lighting, and utility relocations from W. Jump Ct., northerly 4.805 miles, to County Road 44 (W. Ft. Island Trail). The project stormwater ponds discharge directly to Outstanding Florida Waters and environmental considerations are extremely important. The project geology includes a limestone layer close to the existing ground elevation contributing to numerous subsurface anomalies requiring remediation by compaction grouting and shallow subsurface polyurethane injection grouting. The project corridor is adjacent to the Crystal River Airport and includes numerous large businesses requiring communication and coordination for ingress/egress. There are four UWHCA's included with the project and 9 other UAOs through the corridor. The project also went through a default of the original contractor. AECOM continues to successfully guide the Surety and Completion Contractor through issue resolution to complete construction of the project. [FPID: 405822-3-52-01] *FDOT Reference: Alejandro Pina, Project Manager (352) 848-2543*

**Project Administrator, SR 35 (US 17) from DeSoto County Line to CR 634 (Sweetwater Road), FDOT District One, Hardee County, FL (8/16-10/18).** This \$23.5M A+B/Incentive-Disincentive construction project consisted of widening, reconstruction, widening of Bridge No. 060001, reconstruction of Bridge No. 060063, new construction of Bridge Nos. 060061 and 060062, soundwall construction, drainage improvements, signing and pavement marking for SR 35 (US 17) from DeSoto County Line northerly approximately 4.952 miles to CR 634 (Sweetwater Road). *FDOT Reference: Randall James, PE, Project Manager (863) 491-1802.*

**CEI Project Manager, Various Continuing Services, District Wide and Hybrid Contracts, FDOT Districts One and Seven, FL (2013-2017).** Responsible for coordination and communication of staffing requests, preparation, and issuance of subconsultant task work orders and contracts, submittal of ARF's & AARF's, Consultant Fee Sheet preparation, timesheet approval correspondence, budget tracking report submittals, monthly invoice submittals and Project Cost Redistribution posting. *FDOT Reference: Conrad Campbell (813) 323-1205.*

**Project Administrator, US 41 (SR 45) from I-275 to Hillsborough County Line and US 41 (SR 45) at Piney Point Road and Dock Street (Port Manatee), FDOT District One, Manatee County, FL (12/15-10/16).** This \$17M A+B/Incentive-Disincentive roadway construction project included reconstruction and widening of US 41 and modifications to the US41 Port Manatee entrances and Piney Point and Dock Streets. The project included concrete pavement construction, milling and resurfacing, I-275 ramp improvements, urban and rural drainage improvements, box culvert construction, lighting, signalization, landscaping, Port Manatee architectural sign construction, signing and marking, and utility adjustments. Coordination with CSX was also required for paving operations. [FPIDs: 196114-2-52-01 and 196114-3-52-01] *FDOT Reference: Alex Adames, Project Manager (941) 708-4402*

**Project Administrator, Honore Avenue/Pinebrook Road Extension Phase VII, FDOT District One, Sarasota County, FL (5/14-5/16).** This \$11.5M construction project consisted of over 3.5 miles of new two-lane divided roadway between Laurel Road and SR 681. The project included a five-span, 413 LF bridge over Fox Creek utilizing AASHTO Type III beams, over 4,000 LF of 18-inch and 24-inch prestressed concrete pile, over 250,000 pounds of reinforcing steel and just under 1,000 CY of structural concrete. The project also included MOT, erosion control, earthwork with two pond liners, over 16,000 LF of storm drainage, subgrade, base, asphalt, curb & gutter, landscaping, signing, pavement markings and two new signalized intersections at SR 681 and Laurel Road. *County Reference: Robbin Levar, Project Manager (941) 650-9815.*



## Education

BS, Civil Engineering, University of South Florida, 2015

## Certifications

**TIN #: B26354188**

## CTQP

8-26/Asphalt Paving Technician, Levels 1 & 2

2-26/Concrete Field Technician, Level 1

1-26/Concrete Field Inspector, Level 2

2-26/Earthwork Construction Inspection, Level 1

8-27/Earthwork Construction Inspection, Level 2

6-28/Drilled Shaft Inspection

9-27/Pile Driving Inspection

2-26/Final Estimates, Level 1

1-26/Final Estimates, Level 2

## OTHER

6-26/ACI Concrete Field-Testing Technician, Grade I ACI #01366622

10-28/ACI Concrete Transportation Construction Inspector (CTCI) ACI #01366622

8-26/Temporary Traffic Control (TTC) Advanced - FDOT Approved

11-24/APNGA Portable Nuclear Gauge Safety & Hazmat Certification

6-27/FDOT Critical Structures Construction Issues SSC

1-27/IIMS Traffic Signal Inspector SI\_#119906

No Expiration/FDEP Qualified Stormwater Management Inspector #34587

Gibraltar Cable Barrier System

## Years of Experience

With AECOM: 9.5 Years

With Other Firms: 0 Years

drainage, intersection improvements, milling and resurfacing, sidewalks, curb and gutter, signing and pavement markings, signalization and lighting on Cortez Road [FPIDs: 436551-52-01, 436551-52-02 and 436551-2-52-01] *FDOT Reference: Christopher McInnis, Project Administrator (941) 893-7130.*

**Senior Inspector, Longboat Key Bascule Bridge Repair, Bridge No. 130057, SR 789 over Longboat Key Pass. FDOT District One, Manatee County, FL (07/19-01/20).** Bridge rehabilitation consisted of structural, mechanical and electrical repairs to Bridge No. 130057. Repairs included cathodic protection pile Jackets, cathodic protection system, spalls, beam strand splices, cracks, structural steel, epoxy overlay, coating and movable bridge machinery. [FPID: 436415-1-52-01] *FDOT Reference: Juan Carrillo, PE, Project Manager (941) 465-050*

## Michael A. Bechard

*CEI Senior Inspector*

Mr. Michael Bechard started on the ground floor in the construction engineering and inspection field. He utilizes his civil engineering degree by applying the principals he learned in several of his classes, including Capstone Transportation Design, Transportation Engineering II, Geotechnical Engineering II, Transportation & Society, Concrete Construction Materials, Concepts of Steel Design, Water Resources, and Environmental Systems Engineering, to his new role. Additionally, he is proficient in AutoCAD (2014).

## Experience

**Senior Inspector, W Pipkin Road Widening, Polk County, FL (01/25-Present).** This \$42M county project consists of reconstructing West Pipkin Road from an existing two-lane configuration to a four-lane urban section in Lakeland, Florida. The limits of construction begin at Medulla Road and extends 3.8 miles to the east and ends at S Florida Ave (SR 37). The scope of work includes, but is not limited to, utility adjustments, maintenance of traffic, and roadway construction including drainage, temporary sheet piling, retaining walls, curb and gutter, concrete sidewalk and driveways, ponds, fencing, sod, traffic signal installation with pedestrian features, lighting, signage, and pavement markings. [Polk County Project No.: 5400128] *Polk County Reference: Doug Gable, Project Manager (863) 535-2285.*

**Senior Inspector, I-75 at SR 72 Interchange Improvements, FDOT District One, Sarasota County, FL (09/21-01/25).** Project administration and CEI services on this \$53M Interchange Improvement project. This contract consists of improvements for the interchange at SR 93 (I-75) and SR 72 (Clark Road) in Sarasota County in the form of a Diverging Diamond Interchange (DDI). The proposed improvements for SR 93 include widening to provide auxiliary lanes for each on and off ramp south of the SR 72 interchange, widening for a 12-foot auxiliary lane north of the SR 72 interchange in each direction, milling and resurfacing the existing mainline pavement and reconstruction of all of the ramps at the SR 72 interchange. The proposed improvements along SR 72 provided an eight-lane divided DDI with 11-foot travel lanes and a seven-foot-wide buffered bike lane in each direction of travel. Additional improvements included noise walls, signing and marking, lighting, signalization, ITS and utility work items. [FPID: 201277-3-52-01] *FDOT Reference: Marléna Gore, Project Manager (863) 272-5008.*

**Senior Inspector, Resurfacing Projects FY20, Sarasota County, FL (02/21-09/21).** Resurfacing FY20 Increment 1 and 2 included ADA improvements, milling and resurfacing of roadways throughout Sarasota County and within various communities. *County Reference: Ronnie Hart, Project Manager (941) 882-0605.*

**Senior Inspector, FDOT Manatee Operations Continuing Services Contracts C9L46 and C9V61, FDOT District One, Manatee County, FL (09/18-02/21).** Construction engineering and inspection services on various projects under this continuing services contract. *FDOT Reference: Greg Falcone, Project Oversight (941) 708-4425.*

**Senior Inspector, Cortez Road (SR 684) from East of 119th Street W. to 86th Street W. and Cortez Road (SR 684) from 123rd Street W. to East of 119th Street W., FDOT District One, Manatee County, FL (01/20-02/21).** Improvements include roadway widening,

## Education

BS, Civil Engineering, Florida Atlantic University, 2014

## Registration

Engineering Intern/Florida

## Certifications

**TIN #: P34001488**

## CTQP

6-26/Asphalt Paving Technician, Level 1

4-28/Asphalt Paving Technician, Level 2

5-26/Earthwork Construction Inspector Level 1

12-27/Earthwork Construction Inspector Level 2

4-28/Final Estimates, Level 1 & 2

## OTHER

8-27/ACI Concrete Field-Testing Technician, Grade I

5-27/APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certification

3-25/Temporary Traffic Control (TTC) Advanced - FDOT Approved

No Expiration/FDEP Qualified

Stormwater Management Inspector #48011

## Years of Experience

With AECOM: 3.5 Years

With Other Firms: 5 Years

# Amar Patel, EI

*CEI Inspector*

## Experience

**Inspector, West Pipkin Road Widening, Polk County, FL (04/22-Present).** This \$42M, 3.5-mile project widens the existing West Pipkin Road from 2 to 4 lanes. The widened roadway includes a center median, four 11-foot lanes and a six-foot bike lane in each direction, curb and gutter, and sidewalks. The full-depth construction consists of a flexible pavement design with stabilized subgrade, limerock base, and asphalt pavement. Other project elements include significant utility adjustments; extensive drainage and pond construction; earthwork which includes subsoil excavation; a variety of structures such as temporary sheet pile walls, gravity walls, and box culverts; pedestrian railing; signing and pavement markings; roadway lighting; and signalization. *County Reference: Doug Gable, PE, Project Manager (863) 535-2285.*

**Inspector, Hillsborough County Sidewalk Repairs, Tampa, FL (03/21-04/22).** Monitored, inspected, and documented sidewalk repair activities. Prepared daily work reports, maintained records of all testing, determined acceptability of materials and completed work, facilitated meetings with the Contractor, County, and Utility Owners, reviewed Contractor's monthly pay applications, schedule updates, and as-built plans, provided interpretation of project documents. *County Reference: Chris Frock, Project Manager: (813) 508-1364*

## Previous Experience

**Civil and Software Engineering/Assistant Engineer, Bureau of Structural Evaluation & Bridge Management, New Jersey Department of Transportation, Trenton, NJ (03/16-02/21).** Performed Bridge inspection and asset management inspection of NBIS bridges/culverts, tunnels, fascia mounted sign structures, and high mast light poles. Reviewed plans and load rate of the bridges. Assisted project manager and RE in construction procedures in emergencies. All functions of Bridge management systems (BMS) at admin level. Developed, tested (quality assurance), and maintained new versions of the inspection data storage software - CONNECT Edition (Combis 7.5), AASHTOWare's Bridge Management (BrM 5.2.3), Elements Deterioration Modeling (Markovian Model), Bridge Health Index, and Action-Benefit-Cost Model. Created and managed work candidates. Performed data transfer from Combis 7.5 to BrM 5.2.3. Troubleshoot various issues encountered by users, both government employees and consultants. Monitored, verified, and rated several different consultant's work. Conducted scope of work and negotiation meetings with consulting

companies. Reviewed and processed invoices and process closeouts from consulting companies to verify accuracy and completeness. Reviewed and approved MOT and underwater vendor's proposals. Reviewed and evaluated work orders, load ratings and inspection reports of consultants and new team members. Assisted training coordinator in conducting trainings for bridge inspection crew. *Reference: Mahesh K Patel (908) 227-1082.*

**Fulfillment Associate, Amazon, Lakeland, FL (10/15-12/15).** Worked in various areas of the warehouse such as Receiving, Picking, Packing, and Placing. Worked with various tools and heavy machinery in the warehouse such as a pallet jack, conveyor, vertical reciprocating conveyor (VRC) etc.

**Project Engineer, Pioneer Contracting Co, Inc., Odenton, MD (01/13-04/13).** Created over 25 proposals. Performed engineering drawings and plans review. Replaced pedestals by jack lift and sealed cracks at various locations on bridge with epoxy injections. Managed a crew of three, machinery, and equipment throughout MDOT bridge project. *Reference: B.B. Patel (443) 871-3800.*

## Education

High School Diploma, Hernando High School, 2002

## Certifications

**TIN #:C63442383**

## CTQP

6-28/Asphalt Paving, Level 1  
8-27/Concrete Field Technician, Level 1  
6-27/Earthwork Construction Inspection, Levels 1 & 2  
7-28/Final Estimates, Level 1  
1-25/LBR Technician  
11-24/Qualified Sampler Technician

## OTHER

6-28/ACI Concrete Field-Testing Technician, Grade I  
9-26/APNGA Portable Nuclear Gauge Safety & Hazmat Certification  
2-27/IMSA Traffic Signal Inspector #SI\_1425648  
11-26/IMSA Traffic Signal Technician, Level 1 #AA\_142548  
5-27/Temporary Traffic Control (TTC) Advanced - FDOT Approved #610174  
No Expiration/FDEP Qualified Stormwater Management Inspector #40488

## Years of Experience

With AECOM: 2 Years  
With Other Firms: 20 Years

# Jason Cardalico

## CEI Inspector

Mr. Jason Cardalico has over 22 years of experience in the construction, inspection, documentation and monitoring of construction projects, including FDOT roadway projects in most FDOT Districts. His experience includes embankment, utilities, muck removal and documentation, roadway construction, bridge construction, signalization, striping, final measurements and final estimates.

## Experience

**Inspector, West Pipkin Road Widening, Polk County, FL (04/23-Present).** This \$42M, 3.5-mile project widens the existing West Pipkin Road from two to four lanes. The widened roadway includes a center median, four 11-foot lanes and a six-foot bike lane in each direction, curb and gutter, and sidewalks. The full-depth construction consists of a flexible pavement design with stabilized subgrade, limerock base, and asphalt pavement. Other project elements include significant utility adjustments; extensive drainage and pond construction; earthwork which includes subsoil excavation; a variety of structures such as temporary sheet pile walls, gravity walls, and box culverts; pedestrian railing; signing and pavement markings; roadway lighting; and signalization.

**Inspector, Solid Waste Influent Pumping Station (Thirsty Duct) Improvements, Stormwater Swale Fabiform, Facility Clarifier Phase 2 St. Petersburg, FL (05/23-12/24).** This \$8.4M project is to construct a 60-foot diameter clarifier and 30-foot diameter thickener to improve operational capacities for consistency with our Florida Department of Environmental Protection Operating Permit. Contract No. 23-0028-ITB.

## Previous Experience

**Quality Control Inspector, RADISE International, Tampa, FL (05/22-03/23).** Performed verification of procedures, inspection, testing, and sampling for concrete, steel, and soil operations on FDOT construction projects.

**Owner and Operator, Mana Makeover, LLC, Tampa, FL (03/17-03/23).** Managed, planned, and executed residential remodels, including framing, drywall, tile, flooring, and painting, as well as estimating, customer relations, and scheduling.

**Lab Manager, Materials Testing and Laboratory Services, LLC, Tampa, FL (05/19-06/20).** Performed laboratory analysis of construction materials according to specified methods and standards. Designed and provided oversight during the building and certification of a new laboratory.

**CMT Project Manager, Cardno ATC, Tampa, FL (03/14-03/17).** Responsible for planning, procurement, and execution of inspections on commercial and DOT construction projects. Managed material testing and inspections, bid proposals, and document reviews for other projects. Also provided client support.

**Inspector/Field Technician, Universal Engineering, Tampa, FL (03/08-02/14).** Responsible for verification of procedures, testing, and sampling for concrete, steel, and soil operations on commercial and DOT construction projects.

**Foreman, Low-Cost Concrete Inc./James Bragg Contracting, Inc., Tampa, FL (01/03-3/08).** Provided oversight during the forming and pouring of concrete as well as the designing and finishing of concrete by methods of stencil work, spraying acrylic, or staining.

## Education

Diploma, Southeast High School, FL  
2000

## Certifications

**TIN #: S61011980**

### CTQP

4-29/Asphalt Paving, Level 1  
2-26/Concrete Field Technician,  
Level I  
12-25/Earthwork Construction,  
Level 1  
9-26/Earthwork Construction,  
Level 2  
7-28/Final Estimates 1

### OTHER

2-26/ACI Concrete Field-Testing  
Technician – Grade I #01358653  
10-27/Temporary Traffic Control  
(TTC) Advanced – FDOT Approved  
#616241  
FDEP Qualified Stormwater  
Management Inspector #46365

## Years of Experience

With AECOM: 5 Years  
With Other Firms: 16 Years

# Christopher Sharp

*CEI Inspector*

Mr. Christopher Sharp is a skilled field inspector and Quality Control Professional with over 20 years of experience in the construction industry including construction materials testing.

## Experience

**Inspector, West Pipkin Road Widening, Polk County, FL (07/24-Present).** This 3.5-mile project widens the existing West Pipkin Road from two to four lanes. The widened roadway includes a center median, four 11-foot lanes and a 6-foot bike lane in each direction, curb and gutter, and sidewalks. The full-depth construction consists of a flexible pavement design with stabilized subgrade, limerock base, and asphalt pavement. Other project elements include significant utility adjustments, extensive drainage and pond construction, earthwork including subsoil excavation, a variety of structures such as temporary sheet pile walls, box culverts, pedestrian railing, signing and pavement markings, roadway lighting, and signalization. Project Value: \$44M

**Inspector's Aide, Hillsborough County Transportation Maintenance, Hillsborough County, FL (10/19-07/24).** This contract involves performing daily inspections of completed work, communicating deficiencies and coordinating with the contractors as well as County staff. Work includes fence repair, guardrail repair, handrail repair, tree trimming and removal, street sweeping, litter and debris removal, mowing, ADA truncated dome repair, Jet-Vac services, ditch cleaning, pavement markings, signs, pipe replacements, and miscellaneous construction.

## Prior Experience

**Engineering Technician II, Terracon Environmental Services, Lakeland, FL (11/15-10/19).** Responsible for performing field test and inspections on construction material (soil, concrete, asphalt, steel and aggregates), and collecting and transporting material samples with identifying documentation to laboratory for testing and analysis. Performed material testing and calculations, and prepared and submitted proper documentation of data and observation by

written and digital reports. Monitored all jobs sites to ensure environmental safety regulatory guidelines were followed, that all equipment was fully functional, and reported on any safety issues or concerns. Communicated with project managers, engineer technicians, foreman, and client representatives regarding site projects, material testing and data sheet results.

**QMI-Qualified Mechanical Inspector/T&E - Engineer and Conductor, Road & Rail Services, Mulberry, FL (03/15-11/15).** Performed air brake tests, inspections and repairs on freight cars. Also, repaired and replaced coupling elements, brakes, journal bearings, wheels, and freight car parts. Inspected and delivered rail cars to phosphate plants. Recorded and transferred data to facility log and manifest. Duties alternated between locomotive operator and ground conductor.

**Production Coordinator, BE Aerospace - Boeing Company, Macon, GA (02/12-04/14).** Supervised daily operations including data input of Receiving and Shipping manifest for inbound and outbound shipments, and managed email correspondence, invoices and product ordering. Verified and inspected inventory from shipments, labeled and stocked warehouse accordingly, and performed and logged audits on inventory. Scanned customer product using two bag JIT System, pulling parts from the warehouse and assembling customer kits for delivery. Transported customer orders multiple times a day to Boeing Facility. Instructed employees and ensured OSHA and company safety guidelines were followed.

**QC Supervisor/Shift Lead/Safety Manger, Anchor Glass Container, Macon, GA (06/06-02/12).** Supervised up to 10 quality control personnel working in high temperatures. Instructed weekly safety meetings, educated and ensured staff were compliant with the SOP's according to OSHA standards as well as the company's safety guidelines. Performed inspections on proper use and wear of safety equipment and oversaw employee injuries and completion of medical documentation. Maintained and operated heavy machinery. Inspected glass containers for product defects, molds for proper fitting and replacing as needed. Collected test data of defects i.e., weight, temperatures, grades, moisture content, and quantities inspected and graded using calipers, micrometers and other measurement tools.



## Education

AA in Engineering Science, Miami  
Dade Community College, 1983

## Certifications

**TIN#: S20010061**

## CTQP

9-28/Asphalt Paving Technician,  
Levels 1 & 2  
8-28/Earthwork Construction  
Inspection, Level 1  
4-28/Earthwork Construction  
Inspection, Level 2  
11-26/Final Estimates, Levels 1 & 2  
No Expiration/QC Manager

## OTHER

8-27/IMSA Traffic Signal Technician,  
Level 1  
8-27/IMSA Traffic Signal Field  
Technician, Level 2  
8-27/IMSA Traffic Signal Inspector,  
Level 1  
8-27/Temporary Traffic Control (TTC)  
Advanced - FDOT Approved  
No Expiration/ITSFM – Access to  
Learning Curve (FDOT)  
No Expiration/ITSFM Maintainer  
Computer Based Training  
No Expiration/FDEP Qualified  
Stormwater Management Inspector  
#49496

## Years of Experience

With AECOM: 6.5 Years  
With Other Firms: 27 Years

## Carlos Sousa

### CEI Contract Support Specialist

Mr. Carlos Sousa has over 33 years of Contract Support Specialist (CSS) experience working on Florida Department of Transportation (FDOT) projects. His continued project involvement and strong educational background makes him an asset to any team. His excellent work ethic gives him an edge in the construction engineering and inspection industry. Carlos is familiar with utilizing e-Construction, which is a paperless electronic means of communicating. This includes the collection, review, approval, and distribution of highway construction contract documents in a paperless environment mainly accomplished by utilizing digital signatures and project collaboration sites, with the support of other technology (i.e., PSSP, PDF software, and CAD). It also involves preparing electronic Final As-Built Plans, processing monthly and final estimates packages, contract changes (supplemental agreements and work orders, etc.), daily work reports, contractor correspondence, e-field books, ITSFM, MAC Material Certification Compliance, PTS, Bluebeam Revu Extreme, CIM, CPPR, ERC, SiteManager entries and final estimates quality assurance reviews.

## Experience

**Contract Support Specialist, SR 93 (I-75) from Toll Plaza to the Collier County Line 30 miles, FDOT District Four, Broward County, FL (10/24-Present).** This improvement project consists of 2 contracts, E4X54 approximately \$27.9M and T4676 approximately \$24.5M. The improvements under this Contract consist of, but not limited to, milling and resurfacing, MOT (standard, special detour, traffic control (miscellaneous, milling, resurfacing), guardrail (general, double face, rub rail, shallow post, transition, end treatment, reset, removal pavement markings (RPM, painted, profiled thermoplastic, thermoplastic), signing (single-post, single column, multicolumn, panel,) , retroreflective sign strip), rumble strip (raised, ground-in), and sod along State Road 93 (I-75/Alligator Alley).

**Contract Support Specialist, SR 30 (US 98) from W of SR 377 (US 319) to Ochlockonee Bay Bridge, FDOT District three, Franklin County, FL (08/23-11/24).** This \$15.5M project included improvements that consisted of milling and resurfacing. Other incidental work includes signing and pavement marking improvements on SR 30 (US 98) from West of SR 377 (US 319) to Ochlockonee Bay Bridge in Franklin County.

**Contract Support Specialist, Pre-Event TS/Hurricane CEI, FDOT District One, FL (09/22-09/23).** Assisting District One with emergency response related to Hurricane Ian disaster recovery. Responsible for tracking pay items, as-builts, closeout, Material Certification Package, and final estimate submittal to District for 100+ task work orders spanning 12 counties.

**Contract Support Specialist, D7 Construction Processing Group CEI: FDOT District Seven, Gadsden County, FL (06/22-03/23).** Responsible for CSS duties associated with SA/WO in-house processing including funding for all the jobs in FDOT D7 (District-Wide).

**Contract Support Specialist, FDOT District Four, St. Lucie County, FDOT District Four, St. Lucie County, FL (08/22-01/23).** The improvements under this contract consist of bulkhead seawall repairs, spall repairs in the beams and piles, and other incidental construction for SR 716 / Port St. Lucie Blvd over Long Creek and North Fork St. Lucie River (Bridge Nos. 940139, 940144, 940140, and 940145). As Contract Support Specialist responsible for closeout, Material Certification Package, and final estimate submittal to District.

**Contract Support Specialist, Advanced Traffic Management System (ATMS), Phase 1 - Design-Build, FDOT District Four, Fort Pierce County, St. Lucie County, FL (05/20-02/22).** Responsible for close out, Material Certification Package and final estimate submittal to District. This project included the design, installation, integration, and test of all field elements, including ATMS, traffic controller cabinets, closed-circuit television (CCTV) cameras, nonintrusive travel time system (TTS) detectors, and fiber optics communications cable and transmission equipment along SR 5/US 1 and SR 70 in St. Lucie County. Project is the 2022 FTBA 'Best in Construction' Award winner.

## Education

BS, Civil Engineering, Manhattan College, 2012

Intern Engineer, University of the State of NY, 2025 #097237

## Certifications

TIN #: P36078388

## CTQP

8-28/Final Estimates, Level 1

9-28/Final Estimates, Level 2

## OTHER

OSHA 30-Hour

OSHA 10-Hour

## SCHEDULED

4/21/25-4/22/25 Temporary Traffic Control (TTC) Advanced – FDOT Approved

## Years of Experience

With AECOM: 1.5 Year

With Other Firms: 11 Years

## Samantha Pitera

CEI Contract Support Specialist

Ms. Samantha Pitera is a Contract Support Specialist with experience working as a Senior Inspector with clients such as Metropolitan Transit Authority (MTA) Bridges and Tunnels, NYSDOT, and New Jersey Transit Authority (NJTA). Her experience includes involvement with pay estimates, change orders, progress meetings, maintaining quantity records, updating as-built redline drawings, and utilizing the CapEx system. Ms. Pitera's expertise includes construction inspection services for highway and ITS infrastructure projects, with field experience including milling and Hot Mix Asphalt (HMA) paving, pavement excavation, guide rail, highway lighting, landscaping, bridge deck demolition with catch/shielding, drilled shafts, concrete curbs, bridge bearing installation, work zone traffic control (WZTC), day/night lane closures, electrical conduits underground and on structures, installation of fiber optic cables, single-mode fiber optic trunk cable, fiber optic cable splicing, fiber optic inner ducts, cleaning of existing conduits, variable message signs, excavation for sign foundations, and concrete slump and air entrainment tests.

## Experience

**Contract Support Specialist (CSS) / Resident Project Representative (RPR), Lee County Port Authority FMY South Quadrant Ramps, Rehabilitation of Airside Pavement Hangers and General Aviation Center, Lee County, FL (10/23-Present).** This project consists of 2 separate contracts. The scope includes demolition and rebuilding of the existing tenant facilities, building 9 new airplane hangars, a new office building, pavilion area, outdoor restrooms, and installing all new drainage system. There is also the repaving of the ramp and part of the perimeter road as well as the south farm area. [60697797, 60697799] *Lee County Port Authority Reference: Scott Sheets (239) 590-4717.*

**Contract Support Specialist (CSS), West Pipkin Road Widening, Polk County, FL (05/23-10/23).** This \$42M, 3.5-mile project widens the existing West Pipkin Road from two to four lanes. The widened roadway includes a center median, four 11-foot lanes and a six-foot bike lane in each direction, curb and gutter, and sidewalks. The full-depth construction consists of a flexible pavement design with stabilized subgrade, limerock base, and asphalt pavement. Other project elements include significant utility adjustments; extensive drainage and pond construction; earthwork which includes subsoil excavation; a variety of structures such as temporary sheet pile walls, gravity walls, and box culverts; pedestrian railing; signing and pavement markings; roadway lighting; and signalization. Responsibilities include pay quantity tracking, preparation of monthly pay applications, and processing submittals. *County Reference: Doug Gable, PE, Project Manager (863) 535-2285.*

## Prior Experience

**CSS, Resurfacing from I-84 from Bowen Road to CT State Line, NYSDOT District 8, NY (10/22-03/23).** Responsibilities included reviewing all inspector daily reports to ensure accuracy with contract plans and proper payments; preparing monthly pay estimates including calculating and paying for fuel and asphalt adjustments, tracking all contract quantities paid via master spreadsheet; and organizing and tracking submissions and responses for submittal and RFIs to ensure timely review and approval. Prepared cost estimates for change orders and time extensions and submitting for approval utilizing AASHTO Site Manager. Coordinated with contractor superintendent as well as inspection field staff to resolve quantity discrepancies. Attended all progress meetings and reported meeting minutes. Reviewed contractor and subcontractor certified payroll and audited EEO program EBO monthly to ensure contractor compliance with program goals. [D264612] *Reference: Stephen Germinaro, Engineer-In-Charge (845) 476-4966.*

**CSS/Senior Inspector, Corrective Pavement, NYSDOT Region 8, Westchester, Putnam, and Dutchess Counties, NY (06/16-07/19).** This term agreement work involved repaving with 50 and 60 series asphalt on various NYSDOT roadways throughout Region 8. Work elements also included cleaning and replacing damaged catch basins along this route. Responsibilities included reviewing all inspector daily reports to ensure accuracy with contract plans and proper payments; preparing monthly pay estimates and tracking all contract quantities paid via master spreadsheet; and organizing and tracking submissions and responses for submittal and RFIs to ensure timely review and approval. *Reference: Dina Colavito, Engineer-In-Charge (914) 804-1578.*

## Education

Diploma/High School  
Liberty University

## Certifications

**TIN: S65052171**

## CTQP

12-28/Final Estimates, Levels 1 & 2

## Other

08-28/Florida Notary Public Comm#  
HH522080  
FEMA 100c  
FEMA 200b  
FEMA 700b

## Years of Experience

With AECOM: 2 Years  
With Other Firms: 26 Years

# Lisette Serrano

*CEI Administrative Assistant*

Ms. Lisette Serrano has over 25 years of experience with skills focused on executive and staffing support, including financial management/invoicing, contract coordination, meeting management and customer service. Lisette is an excellent team communicator with an attention to organization details, file/record keeping and overall coordination of all administrative details on projects allowing others on the team to focus on the construction of the project.

## Experience

**CEI Secretary/Clerk Typist Field, Multiple FDOT District Seven Projects, Brooksville Ops Center, FL (10/24-Present)** Provides support on various projects. Tasks included but not limited to, using various computer programs (Microsoft Excel, Word, Adobe, EDMS, PSSP, etc.) for required document control and tracking. Management of weekly meeting agendas and minutes, file all project documentation into FDOT based shared program (PSSP / EDMS).

**CEI Administrative Assistant, SR 55 (US 19) from W. Jump Ct. to W. Ft. Island Trail, FDOT District Seven, Citrus County, Florida (11/22-Present).** This construction project consists of the reconstruction of SR 55 (US 19) including widening, milling, and resurfacing, drainage, sidewalk/shared use path, signing, pavement marking, signalization, lighting, and utility relocations from W. Jump Ct., northerly 4.805 miles, to County Road 44 (W. Ft. Island Trail). The project stormwater ponds discharge directly to Outstanding Florida Waters and environmental considerations are extremely important. The project geology includes a limestone layer close to the existing ground elevation contributing to numerous subsurface anomalies requiring remediation by compaction grouting and shallow subsurface polyurethane injection grouting. The

project corridor is adjacent to the Crystal River Airport and includes numerous large businesses requiring communication and coordination for ingress/egress. There are four UWHCA's included with the project and nine other UAOs through the corridor. The project also went through a default of the original contractor. AECOM continues to successfully guide the Surety and Completion Contractor through issue resolution to complete construction of the project. Project Value: \$52M

## Prior Experience

**Executive Secretary, Citrus County Board of County Commissioners, Lecanto, FL (04/18-11/22).** Provided Executive Secretary support to the County Community Services Director and other directors for documents such as reports, internal and external correspondence, meeting agendas and minutes, payroll, and monthly billing statements. Managed and maintained calendar for the Community Services Director. Responded to inquiries, requests, and issues, often via telephone, from citizens, vendors, co-workers, and other county divisions, and aided in their resolution. Tracked Division assets through inventory and verified with the Finance department on an annual basis. Served as Back up Timekeeper (Trainer) for payroll system used to input and monitor payroll for the Division using TimeClock Plus software.

**Staff Assistant, City of Inverness, FL (08/17-03/18).** Performed office routines and practices associated with a busy, yet productive and smoothly run office. Displayed at all times a friendly/helpful rapport with co-workers, vendors, subcontractors, and community residents that called and/or walked into the office using effective, positive interpersonal communication skills. Maintained calendar of scheduling appointments and scheduling use of assigned facilities; monitored deadlines and planned meetings. Worked closely with water and sewer subcontractor on a daily basis creating/sending out work orders for maintenance, reads, repairs. Maintained records as required. Received and routed incoming calls. Handled office communications. Assisted Public Works Director with planning and arranging meetings. Assisted with processing requisitions, purchase orders, receiving, budgets and monitoring of funds as assigned per fiscal year. Collected and compiled relevant data for meetings and reports. Attended meetings and conferences when requested. Cross trained for back-up to other staff. Performed other tasks consistent with the goals and objectives of this position and/or other duties as assigned by the supervisor.

**Senior Clerk, State of Florida Department of Revenue, Lecanto, FL (02/15-08/17).** Provided clerical and administrative support to manager as needed. Prepared documents, assembled files, and other paperwork while completing daily assigned task. Assisted customers with document drop off by reviewing for accuracy and forwarding or filing as appropriate. Manned the front desk when needed which included answering and routing calls, greeting visitors, handling routine questions, and managing lobby traffic. Provided quality customer service and safeguarded confidential information on a daily basis.

## STAFF'S AVAILABILITY AND LOCATION

Our staff of highly qualified professionals and technicians is of sufficient depth and breadth that we can, as necessary, immediately assign additional staff on short notice to meet any unforeseen manpower requirements without sacrificing the quality of our work. This strength is what makes AECOM ideally suited to undertake this contract. We have consistently demonstrated our ability to perform technically demanding assignments of all sizes within strict time frames.

The staffing availability for the key members of the project team and their office/residential locations are shown in the table below.

| NAME / ROLE  | LOCATION    | AVAILABILITY |
|--|-------------|--------------|
| Karim Shalaby, PE / CEI Senior Project Engineer / Contract Manager | Orlando, FL | 30%          |
| Virgil Versaggi, PE / CEI Senior Project Engineer                  | Tampa, FL   | 20%          |
| Sandra Boudreau, PE / CEI Senior Project Engineer                  | Tampa, FL   | 50%          |
| Jamal Hassouneh, PE / CEI Senior Project Engineer                  | Orlando, FL | 100%         |
| Sagar Patel / CEI Project Engineer / Administrator                 | Tampa, FL   | 100%         |
| Jason Berlinsky / CEI Project Engineer / Administrator             | Tampa, FL   | 40%          |
| Tania Ledesma, PE / CEI Project Engineer / Administrator           | Orlando, FL | 50%          |
| Roy Schofield / CEI Project Engineer / Administrator               | Orlando, FL | 50%          |
| Armando Alvarez, PE / CEI Project Engineer / Administrator         | Tampa, FL   | 40%          |
| Jim Fitzer / CEI Project Engineer / Administrator                  | Tampa, FL   | 80%          |
| Larbi Eddabdouby / CEI Project Engineer / Administrator            | Orlando, FL | 60%          |
| Todd Lyons / CEI Project Engineer / Administrator                  | Tampa, FL   | 20%          |
| Christian Mirabal / CEI Project Engineer / Administrator           | Orlando, FL | 60%          |
| Mike Bechard / CEI Senior Inspector                                | Tampa, FL   | 100%         |
| Amar Patel, EI / CEI Senior Inspector                              | Tampa, FL   | 100%         |
| Donald Smith / CEI Senior Inspector                                | Orlando, FL | 100%         |
| Alex Rosner, EI / CEI Senior Inspector                             | Tampa, FL   | 100%         |
| Tim Chappel / CEI Senior Inspector                                 | Orlando, FL | 100%         |
| Jeff Kapkowski / CEI Senior Inspector                              | Tampa, FL   | 100%         |
| Chris Lanigan / CEI Senior Inspector                               | Tampa, FL   | 100%         |
| Greg Davis / CEI Senior Inspector                                  | Tampa, FL   | 100%         |
| Gabriel Machado / CEI Senior Inspector                             | Orlando, FL | 100%         |
| Keevan Lal / CEI Senior Inspector                                  | Orlando, FL | 100%         |
| Jose Candelario / CEI Inspector                                    | Tampa, FL   | 100%         |



| NAME / ROLE  | LOCATION            | AVAILABILITY |
|--|---------------------|--------------|
| Jason Cardalico / CEI Inspector                      | Tampa, FL           | 100%         |
| Chris Sharp / CEI Inspector                          | Tampa, FL           | 100%         |
| Robert Appel / CEI Inspector                         | Orlando, FL         | 100%         |
| Jim Owens / CEI Inspector                            | Tampa, FL           | 100%         |
| Tiffany Moye / CEI Inspector                         | Tampa, FL           | 100%         |
| James Hurley / CEI Inspector                         | Orlando, FL         | 100%         |
| Jacob Morris / CEI Inspector                         | Orlando, FL         | 100%         |
| Jonathan Bane / CEI Inspector                        | Tallahassee, FL     | 100%         |
| Collin Royea / CEI Inspector                         | Tampa, FL           | 100%         |
| Don Cartwright / CEI Inspector                       | Tampa, FL           | 100%         |
| Francys Luis-Ravelo / CEI Inspector                  | Brandon, FL         | 100%         |
| Rafael Torres / CEI Inspector Aide                   | Orlando, FL         | 100%         |
| Carlos Sousa / CEI Contract Support Specialist       | Fort Lauderdale, FL | 30%          |
| Samantha Pitera / CEI Contract Support Specialist    | Tampa, FL           | 75%          |
| Frances Alemany / CEI Contract Support Specialist    | Orlando, FL         | 50%          |
| Frankie Woodrum / CEI Contract Support Specialist    | Orlando, FL         | 50%          |
| Kasha Pitera, PE / CEI Contract Support Specialist   | Tampa, FL           | 50%          |
| Trish Amador / CEI Contract Support Specialist       | Tampa, FL           | 100%         |
| Sonja Munson-Young / CEI Contract Support Specialist | Orlando, FL         | 50%          |
| Lisette Serrano / CEI Administrative Assistant       | Tampa, FL           | 100%         |
| Mary Adams / CEI Administrative Assistant            | Tampa, FL           | 100%         |
| Tom Curtner / CEI Administrative Assistant           | Tampa, FL           | 80%          |



RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 4

## Is the Firm a "Polk County Entity"?

**AECOM**

Delivering a better world



**TAB 4****IS THE FIRM A "POLK COUNTY ENTITY"?****PRIME CONSULTANT: AECOM**

AECOM Technical Services, Inc. is a premier, fully integrated professional and technical services firm that provides a blend of global reach, local knowledge, innovation and technical excellence in delivering customized and creative solutions that meet the needs of our client's projects. Since 2015, the global headquarters of AECOM Technical Services, inc. has been located at:

300 South Grand Avenue  
9th Floor  
Los Angeles, CA 90071

As stated previously, the project will be performed by our Bartow office, with support from the AECOM Tampa office, located at 7650 West Courtney Campbell Causeway since November 1989 and the AECOM Orlando office, located at 150 N Orange Avenue since 2007, as well as five specialty consultants. AECOM has maintained an active professional office in Polk County continuously since 1997, as indicated by the lease on the following pages. Our office location is:

AECOM Technical Services, Inc.  
212 East Main Street  
Bartow, FL 33830



We presently have 4 full-time employees in this office. In addition, other AECOM personnel use this location when working with other local agencies such as Polk TPO, FDOT District One, City of Lakeland and Bartow Airport Authority.

**SUBCONSULTANTS**

Two of the subconsultants identified in Tab 3 are also Polk County entities. They are:

**MADRID ENGINEERING GROUP D/B/A MADRID CPWG**

2030 State Road 60 East  
Bartow, Florida 33830

- In Polk County continuously since 1994
- Headquartered in Bartow
- 50 full-time staff in Bartow

**KEYSTONE CIVIL, INC.**

8201 Tomkow Road  
Lakeland, Florida 33809

- In Polk County continuously since 2021
- 2 full-time staff in Lakeland



Leases for these offices are also included on the following pages.

# AECOM BARTOW OFFICE LEASE

## LEASE RENEWAL

This Lease Renewal is made as of the 1st day of April 2022, between **Tait Lane, Jr. and Margrette Lane Rhoden, as Co-Trustees of the Nelle Kennedy Stuart Terry Revocable Trust**, whose address is Post Office Box 1382, Bartow, Florida 33831-1382, hereinafter referred to as “**Lessor**”, which term shall mean and include the heirs, successor and assigns, wherever the context hereinafter so requires or admits, and **AECOM, a Delaware Corporation** (formerly **URS Corporation** which was formerly **URS Greiner, Inc.**) whose address is One California Plaza, 300 South Grand Avenue, Suite 900, Los Angeles, California 90071, hereinafter referred to as “**Lessee**”, which term shall mean and include the said Lessee and its successors and assigns, whenever the context hereinafter so requires or admits.

## RECITALS

A. The parties entered into a Lease dated April 1, 1997, hereinafter the “**Original Lease**”, wherein the Tenant leased from the Landlord certain real property located in Bartow, Florida, being more particularly described in the Original Lease.

B. The parties, by Lease Renewals, have extended the Lease term, and it is the parties' intent to now extend the Lease for an additional two (2) year term.

Now, therefore, for Ten Dollars and other good and valuable consideration including the rights and obligations created hereunder, the Landlord and Tenant agree as follows:

1. Article 2 of the Original Lease, entitled "Term", is hereby amended to provide that the term of the renewal period created hereunder shall commence on April 1, 2022, and shall run for two (2) years, expiring on March 31, 2024, at 11:59 p.m. All conditions and covenants of this Lease shall remain in full force and effect during the Lease.

2. Article 3 of the Original lease, entitled "Rent", is hereby amended to read: The rent for the two (2) year term commencing on the Commencement Date, shall be One Thousand Eight Hundred Forty Dollars (\$1,840.00) per month. All rental payments shall be made to the Lessor at the address specified above. Lessee shall pay the rent as specified herein and in Paragraph 4 of the Original Lease. In addition, Lessee shall pay any sales and/or use taxes that arise in connection with the rental of the property. Such rent and taxes as aforesaid shall be payable without notice or demand. In addition to the monthly rent, the Lessee agrees to pay Fifty Dollars (\$50.00) per month to the Lessor for maintenance of the HVAC system servicing their office.

3. The parties further agree that the space to be rented by the Lessee shall be their original space of 1,680 square feet, plus the vacant space north of and adjacent to the rental space now being occupied by said Lessee, which space is approximately 650

additional square feet, all of which is located at 212 East Main Street, Bartow, Florida  
33830.

In Witness Whereof, the parties have set their hands and seals below.

Witnesses:

LANDLORD/LESSOR

Farah E Lane

F. Lane, Jr.  
F. Lane, Jr.  
Co-Trustee

BRAD RHODEN  
BRAD RHODEN

Margarette Lane Rhoden  
Margarette Lane Rhoden  
Co-Trustee

Witnesses:

TENANT/LESSEE

SEIN

AECOM, a Delaware Corporation

By

By Luigi Scibarrasi

As its SVP, Global Real Estate

# MADRID BARTOW OFFICE LEASE

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into by and between 2030 SR 60, LLC, a Florida limited liability company, whose present mailing address is 2030 State Road 60 East, Bartow, FL, 33830-4268 (the "Landlord") and MADRID ENGINEERING GROUP, INC. d/b/a Madrid CPWG whose present mailing address is 2030 State Road 60 East, Bartow, Florida 33830-4268 (the "Tenant").

### RECITALS

In consideration of the rents provided for below, and for the other covenants, terms, conditions, and agreements set forth below, Landlord and Tenant agree as follows:

1. LEASED PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain real property located in Polk County, Florida, the street address of which is 2030 State Road 60 East, Bartow, Florida 33830, the legal description of which is set forth in Exhibit "A" attached hereto, together with the improvements presently located thereon ("Parcel 1"), and a portion of the building located at 2040 State Road 60 East, Bartow, Florida 33830 (the "Building"), the legal description of the real property on which the Building is located is set forth in Exhibit "B" attached hereto ("Parcel 2") and a drawing of the portion of the Building leased by Tenant is set forth in Exhibit "B-1" (collectively Parcel 1 and the portion of the Building leased by Tenant referred to herein as the "Leased Property"). The Tenant will have non-exclusive use with any other tenants and invitees of the conference room, bathrooms, entrance and breakroom in the Building.

2. PARKING AND DRIVEWAYS. In addition to the Leased Property, Tenant shall have the non-exclusive use of parking spaces located on the Parcel 1, and the non-exclusive use of the parking spaces located on Parcel 2, subject to the terms of this Lease and to reasonable rules and regulations as may be prescribed from time to time by Landlord. Landlord and all of the tenants of the Building and their invitees shall have shared, non-exclusive use of the driveway on Parcel 1 for ingress and egress to Parcel 2.

3. LEASE TERM. The term of this Lease shall be three (3) years and three (3) months, which shall be deemed to have commenced on September 11, 2023, and which shall end at midnight on December 31, 2026 (the "Lease Term").

4. RENT. Tenant shall pay to Landlord, at the address set forth above, or at such other address or addresses or by electronic funds transfer as Landlord may designate from time to time, as rent for the Leased Property for the Lease Term, the total sum of \$161,753.52 per year, payable in equal monthly installments of \$12,579.63 each, plus sales tax (initial monthly rent plus sales tax of \$13,479.46). Upon the execution of this Lease, Tenant has paid to Landlord the sum of \$10,000, representing the rent for the first month of the Lease Term, plus the sales tax thereon, the receipt of which is hereby acknowledged by Landlord. Each subsequent monthly installment of rent shall be due and payable in advance and without demand on the date of each calendar month during the Lease Term corresponding on the date on which the Lease Term commences, it being understood and agreed by Tenant that time is of the essence with respect to the payment of each monthly



installment of rent. If any installment of rent is not paid in full within five (5) days after the due date, a late charge of \$100.00, plus an additional late charge of \$20.00 for each day after such ten-day period until the rent is paid in full, shall become due and payable with the overdue rent payment. Tenant shall pay all rent in the manner aforesaid, together with any sales tax thereon required to be paid by Tenant or required to be collected by Landlord under the laws of the State of Florida as they now exist or may hereafter be amended (the current rate being six and 50/100 percent (6.50%)), in current legal tender of the United States of America without any set-off or deduction whatsoever. In addition, if any check given to Landlord by Tenant in payment of any obligation arising under this Lease is dishonored for any reason, an additional charge of \$50.00 shall become immediately due and payable to Landlord.

5. USE OF LEASED PROPERTY. Unless Landlord otherwise consents in advance, with such consent to be within Landlord's sole and absolute discretion, the Leased Property shall be used only as offices and the provision of engineering services and all activities reasonably related thereto. In all events, Tenant shall not make, suffer, or permit any unlawful or offensive use of the Leased Property, or any part thereof, or permit any nuisance thereon or therein.

Landlord shall designate a location at the Leased Property where Tenant may place a sign advertising Tenant's business. Such sign shall be subject to Landlord's reasonable approval, which approval shall be obtained by Tenant prior to the placement of such sign. In all events, any signs located at the Leased Property shall be in good taste so as not to detract from the general appearance of the Leased Property or of any adjoining property. Without Landlord's prior written consent (which consent shall be within Landlord's sole and absolute discretion), Tenant shall not place any signs at any other location at the Leased Property.

Tenant shall not conduct "Quitting Business," or "Lost Our Lease," or "Bankruptcy," or other sales of such nature on the Leased Property without Landlord's prior consent, which consent shall be within Landlord's sole and absolute discretion.

6. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant has deposited with Landlord the sum of \$10,000.00 as a security deposit, the receipt of which is hereby acknowledged by Landlord, as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant faithfully performs all of Tenant's obligations under this Lease and complies with all of the covenants, conditions, and agreements of this Lease applicable to Tenant, and if the Leased Property is returned to Landlord in a clean condition and in as good condition as the same is at the commencement of the Lease Term, excepting only ordinary wear and tear, then Landlord shall return the security deposit to Tenant within thirty (30) days after Tenant vacates the Leased Property upon the expiration of the Lease Term or any extension thereof. In no event shall the security deposit be construed as rent. Landlord shall have the right, in all events, to deduct from the security deposit: (a) the costs of making any repairs or performing any maintenance with respect to the Leased Property otherwise required to be made or performed by Tenant under any provision of this Lease and of repairing any damage to the Leased Property caused by anyone other than Landlord; and (b) any other damages which Landlord may be entitled to receive from Tenant, upon the expiration or sooner termination of this Lease. Nothing in this paragraph shall be construed as in any way limiting any damages or other amounts which Landlord may be entitled to receive from Tenant.

In the event of a sale of the Leased Property, Landlord shall have the right to transfer the security deposit to the new owner, and Landlord shall thereupon be released by Tenant from all liability for the return of the security deposit to Tenant. In such event, Tenant agrees to look solely to the new owner for the return of the security deposit. The foregoing provisions shall apply to every transfer or assignment made of the security deposit to any new owner.

## 7. COMPLIANCE WITH LAWS.

(a) Compliance with Laws. Tenant, at Tenant's sole expense, shall promptly and fully comply with all federal, state, county, and city laws and ordinances, and all rules of any duly constituted authority, present and future, affecting or respecting the use or occupancy of the Leased Property, and with any directions of any public officer (pursuant to law) having jurisdiction over the Leased Property and the operation of Tenant's business thereon.

(b) Compliance with Environmental Laws. In addition, Tenant will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about the Leased Property or transport to or from the Leased Property any Hazardous Substance (as defined below) or allow any other person or entity to do so in violation of any Environmental Laws (as defined below). Tenant will keep and maintain the Leased Property in compliance with and shall not cause or permit the Leased Property to be in violation of any Environmental Laws (as defined below). Tenant will give prompt written notice to Landlord of any proceedings or inquiry by any governmental authority with respect to the presence of any Hazardous Substance (as defined below) on the Leased Property and Tenant's discovery of any occurrence or condition on the Leased Property which could give rise to a violation of any Environmental Laws (as defined below). Tenant shall be responsible for fully complying with all Environmental Laws (as defined below) concerning the use and occupancy of the Leased Property.

(c) Definitions. As used herein, the term "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, and amendments thereto), or listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, and amendments thereto), or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum or a petroleum product, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq. (33 U.S.C. §1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601), or (vii) defined as a "hazardous substance," a "hazardous waste," or a "hazardous material" by any other applicable local, state or federal law, ordinance, rule or regulation. The term "Environmental Laws," as used herein, shall mean all local, state and federal laws, ordinances, rules, regulations and orders relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substances.

(d) Indemnity. Tenant will indemnify, defend and hold Landlord harmless from and against any and all claims, liability, loss and damage whatsoever with respect to any notice of violation or penalties charged against Landlord or imposed upon the Leased Property because of Tenant's failure to comply with this paragraph 7. Furthermore, Tenant shall, at Tenant's sole expense, obtain all licenses or permits required for the conduct of Tenant's business on the Leased Property.

8. UTILITIES AND SERVICES. Tenant shall use the Leased Property, and each and every part thereof, at Tenant's sole cost and expense. Tenant shall be responsible for the arrangement of and timely payment for all charges for services used, rendered, or supplied upon or in connection with the Leased Property, including, without limitation, electricity, water, sewer, garbage removal, natural gas, telephone, cable television, and other services. Tenant shall also be responsible for all connection charges for any utilities. Upon Landlord's request, at any time and from time to time, Tenant shall provide Landlord with evidence satisfactory to Landlord that all such charges have been paid in full.

9. CONDITION OF LEASED PROPERTY; REPAIRS AND MAINTENANCE. Tenant's taking possession of the Leased Property shall be deemed conclusive evidence that Tenant has accepted the Leased Property in an "as is" condition. Landlord makes no warranty or representation whatsoever concerning the condition of the Leased Property.

Landlord shall be responsible for maintaining the exterior walls or and roof of the Leased Property, and for major repairs to the air conditioning and heating system. Tenant shall be responsible for all other maintenance, repairs, and replacements with respect to the Leased Property, including, by way of illustration and not by way of limitation, the interior of the Leased Property, the plumbing and plumbing fixtures, and minor maintenance, repairs, and replacements with respect to the air conditioning and heating system. If the cost of any maintenance, repair, or replacement is \$1,000.00 or less, it shall be considered "minor." If the cost of any maintenance, repair, or replacement exceeds \$1,000.00, it shall be considered "major." In the event that any major maintenance, repair, or replacement becomes necessary with respect to the air conditioning and heating system, Tenant shall be responsible for payment of the first \$1,000.00 of the cost of such maintenance, repair, or replacement. Tenant shall be responsible for replacing the air conditioning filter at least one every two (2) months, and the cost of repairing any damage to the air conditioning and heating system caused by failure to replace the filter at least every two (2) months shall be paid by Tenant. Tenant shall replace all glass in the windows or doors damaged or broken during the Lease Term or any extension thereof, unless such damage is caused by fire or other casualty covered under standard fire and extended coverage insurance. In addition, Tenant, at Tenant's sole expense, shall be responsible for the repair of any damage caused to the Leased Property by anyone other than Landlord. All maintenance, repairs and replacements required to be made by Tenant shall be made promptly, as and when necessary, and shall be in quality and class at least equal to the original work.

Tenant shall notify Landlord as soon as possible after the discovery of any item which needs to be repaired (and which Landlord is responsible for the repair of) so that damage to the Leased Property may be avoided by prompt action to remedy any defect or item needing repair. Landlord shall under a duty to perform repairs within a reasonable time pursuant to this paragraph only upon proper notice from Tenant.

Tenant shall fully perform all of Tenant's duties under this paragraph promptly and without notice. However, if Tenant fails or refuses to perform any required maintenance or to make any required repairs and replacements within a maximum period of ten (10) days after notice from Landlord, then Landlord may, but shall not be obligated to, perform any such maintenance or make any such repairs and replacements for Tenant's account, and the total amount expended therefore shall be paid by Tenant within ten (10) days after demand by Landlord.

10. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Tenant shall not make any alterations, additions, or improvements to the Leased Property, except for very minor alterations, additions, or improvements necessary for the conduct of Tenant's business upon the Leased Property, without Landlord's prior written consent, which consent shall be within Landlord's sole and absolute discretion. Notwithstanding the foregoing, if Tenant makes any unauthorized alterations, additions, or improvements to the Leased Property, Landlord shall have the right to require Tenant to immediately place the affected part of the Leased Property into the same condition as it existed upon the commencement of the Lease Term.

In the event that Landlord consents to the making of any alterations, additions, or improvements to the Leased Property by Tenant, Tenant shall not undertake to make any such alterations, additions, or improvements until Tenant has procured and paid for all required permits and authorizations of the various municipal departments and governmental divisions having jurisdiction of the Leased Property. Furthermore, all work done in connection with any alterations, additions, or improvements shall be performed in a good and workmanlike manner and in compliance with all applicable laws, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof applicable to the Leased Property, and Tenant shall procure certificates of occupancy or other certificates which may be required by any applicable law. At all times when any alterations, additions, or improvements are in progress, there shall be maintained, at Tenant's sole expense, worker's compensation insurance in accordance with the laws covering all persons employed in connection therewith, and general liability insurance for the mutual benefit of Landlord and Tenant expressly covering the additional hazards due thereto. All alterations, additions, or improvements made by Tenant shall be at Tenant's sole expense.

With respect to any alterations, additions, or improvements made by Tenant to the Leased Property, upon the expiration or sooner termination of this Lease, unless Tenant purchases the Leased Property from Landlord, Landlord shall have the option of requiring Tenant to either: (a) remove all such alterations, additions, or improvements, thereby restoring the Leased Property to substantially the same condition which it is in at the commencement of the Lease Term; or (b) return the Leased Property, including all alterations, additions, and improvements made by Tenant, to Landlord. In the event that Tenant is permitted by Landlord to remove any alterations, additions, and improvements, Tenant, at Tenant's sole expense, shall promptly repair any damage caused to the Leased Property as a result of any such removal. Landlord may, at Landlord's sole option, require Tenant to furnish a deposit to cover the estimated costs of repairing any such damage before permitting the removal of any alterations, additions, or improvements from the Leased Property.

11. TAXES. Landlord shall pay all real property taxes assessed with respect to the Leased Property. Tenant shall pay all tangible personal property taxes assessed with respect to any

tangible personal property at any time located in, upon, or under the Leased Property and all taxes assessed with respect to Tenant's leasehold improvements, furniture, fixtures, and equipment, as well as all applicable sales taxes. All taxes which Tenant is required to pay pursuant to this paragraph shall be paid at least thirty (30) days prior to the time that the same would become delinquent. Upon Landlord's request, at any time and from time to time, Tenant shall promptly furnish to Landlord evidence satisfactory to Landlord that Tenant has paid in full all taxes which Tenant is obligated to pay pursuant to this paragraph.

12. CONSTRUCTION LIENS. Landlord's interest in the Leased Property shall not be subject to any lien under the Florida Construction Lien Law or any other applicable lien law as a result of any remodeling, alterations, additions, or improvements made by Tenant, or anyone claiming through Tenant, or as a result of the installation of any trade fixtures, equipment, or furnishings by Tenant, or by anyone claiming through Tenant; and all persons or entities dealing with Tenant must look solely to the credit of Tenant and Tenant's assets for payment and not to Landlord or Landlord's assets. Tenant shall not permit the Leased Property to be subject to any lien for labor, services, or materials furnished at Tenant's request, and Tenant will ensure that all amounts owed for labor, services, or materials are promptly paid. If any construction lien, or notice of claim thereof, is filed against the Leased Property, with respect to labor, services, or materials furnished or to be furnished to Tenant or to anyone claiming through Tenant, Tenant shall cause the same to be withdrawn, discharged, or removed by deposit, bonding proceedings, or otherwise, within ten (10) days after receiving notice of such claim of lien. Tenant will indemnify, protect, hold harmless and defend Landlord from and against any and all costs, expenses, claims, liabilities, losses and damages (including attorneys' fees) resulting from any claim of lien or attempt to claim a lien against the Leased Property as a result of any remodeling, alterations, additions, or improvements made by Tenant or at Tenant's request, as a result of the installation of any trade fixtures, equipment, or furnishings by Tenant or at Tenant's request, or as a result of any labor, services, or materials furnished at Tenant's request.

13. PROPERTY INSURANCE. Landlord shall insure the Leased Property against loss by fire and other casualties desired by Landlord. Tenant shall be responsible for insuring any personal property, including trade fixtures, owned by Tenant against loss by fire and other casualties desired by Tenant. In no event shall Landlord ever be liable for any loss of or damage to Tenant's personal property or trade fixtures, nor shall Landlord ever be liable for any loss of or damage to any improvements made to the Leased Property by Tenant.

Tenant shall in no event use or permit the use of the Leased Property in any manner so as to invalidate or conflict with the fire and extended coverage insurance policies purchased by Landlord, or that would increase risks covered by such insurance. If any act or omission of Tenant causes the insurance premiums for such fire and extended coverage insurance to be increased, Tenant shall pay to Landlord, upon demand, the amount of any such increase.

Furthermore, Tenant shall not keep upon the Leased Property any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous by a responsible insurance carrier. Tenant shall use every reasonable precaution to protect the Leased Property against fire, explosion, and other casualties. Tenant shall provide fire extinguishers in size and number as required by any applicable fire codes, regulations, and by insurance underwriters. Such fire extinguishers shall be

on the Leased Property and be fully operable at all times. Tenant shall also comply with all Rules and Regulations related to safety and fire prevention.

14. PUBLIC LIABILITY INSURANCE. Throughout the Lease Term and any extension thereof, Tenant, at Tenant's sole expense, shall provide and keep in force, for the benefit of Landlord and Tenant, respectively, comprehensive general liability insurance on the entire Leased Property naming Landlord and Tenant as insureds, with a minimum single limit of \$1,000,000.00. The insurance shall protect Landlord and Tenant, jointly and severally, against any and all claims for injuries to or death of persons, and for damage to, destruction of, or loss of use of property occurring in, upon, or about the Leased Property. Such insurance shall be issued by an insurance company having at least an A-rating and in form satisfactory to Landlord, and shall provide for at least ten (10) days' prior written notice to Landlord in the event of cancellation or material change. A copy of such insurance policy or policies and all renewals thereof shall be furnished to Landlord prior to the commencement of the Lease Term, and thereafter from time to time upon Landlord's request, together with evidence satisfactory to Landlord that premiums have been paid and that such insurance remains in force.

15. DENIAL OF SUBROGATION RIGHTS. Neither Landlord nor Tenant shall be liable to the other for any business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Leased Property or in any manner arising out of or connected with Tenant's use and occupancy of the Leased Property, whether or not caused by the negligence or other fault of Landlord or Tenant, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption, loss of or damage to property, or injury to or death of persons is covered by insurance, regardless of whether or not such insurance is payable to or protects Landlord or Tenant, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this paragraph. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.

16. INDEMNIFICATION AND WAIVER BY TENANT. Landlord shall not be liable, in any manner whatsoever, for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person or entity arising out of or resulting from any failure of Tenant to perform or comply with any of the covenants, terms, conditions, and agreements required to be performed or complied with by Tenant under the terms of this Lease (hereinafter referred to as "Tenant's Defaults"), nor for any such injury, death, damage, destruction, or loss of use arising out of or resulting from any act or omission, negligent or otherwise, of Tenant or any employee, agent, contractor, or subtenant of Tenant (hereinafter referred to as "Tenant's Acts or Omissions"). Tenant shall indemnify, protect, defend, and hold Landlord harmless, and Landlord's heirs, devisees, personal representatives, successors, and assigns, from and against any and all claims, demands, actions, causes of action, liability, loss, and damage whatsoever on account of any such injury, death, damage, destruction, or loss of use attributable in any manner to Tenant's Defaults or Tenant's Acts or Omissions, and from and against any and all costs and expenses, including attorneys' fees incurred at the trial level and in connection with all appellate proceedings, arising therefrom. Furthermore, Tenant hereby waives any and all claims against Landlord for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by Tenant, or by any employee, agent, contractor, or

subtenant of Tenant, or by any other person or entity, arising out of or resulting from the use or condition of the Leased Property or arising out of or resulting from any acts of any person or entity or the acts of Landlord or Landlord's agents (unless such acts amount to active gross negligence or willful misconduct). The foregoing indemnification agreement and waiver shall continue in full force and effect notwithstanding any termination of this Lease. Furthermore, such indemnification agreement and waiver shall not be construed as limiting or otherwise affecting in any manner the liability of any insurer under the terms of any liability insurance policy procured by Landlord or Tenant.

2. DAMAGE TO OR DESTRUCTION OF LEASED PROPERTY. If during the Lease Term or any extension thereof the Leased Property is partially or totally destroyed by fire or other casualty or peril normally insured against by standard fire and extended coverage insurance policies, then the following shall be applicable:

(a) If the damage or destruction is such that in Landlord's reasonable opinion (to be given to Tenant not later than ten (10) days after notice to Landlord by Tenant of the happening of such damage or destruction) cannot be repaired within the shorter of the period until the end of the Lease Term or one hundred eighty (180) days from the date of such opinion, and Landlord does not notify Tenant that Landlord will pay the difference of the costs of repair or reconstruction to the insurance proceeds, then either Landlord or Tenant may, within ten (10) days next succeeding the giving of such opinion by Landlord, terminate this Lease by giving notice to the other of such termination. In that event, this Lease shall terminate and the rent and all other payments for which Tenant may be liable under the terms of this Lease shall be prorated and paid in full to the date of such destruction or damage. If neither Landlord nor Tenant so terminate this Lease, then Landlord shall repair the damage with reasonable diligence and the rent shall abate from the date of the happening of the damage or destruction until the damage or destruction is repaired to the extent necessary to enable Tenant to use and occupy the Leased Property.

(b) If the damage or destruction is such that in Landlord's reasonable opinion (to be given to Tenant not later than ten (10) days after notice to Landlord by Tenant of the happening of such damage or destruction) it can be repaired within the shorter of the period until the end of the Lease Term or one hundred eighty (180) days from the date of such opinion, then the rent shall abate from the date of the happening of such damage or destruction until the damage is repaired to the extent necessary to enable Tenant to use and occupy the Leased Property, and Landlord shall repair the damage with reasonable diligence. Notwithstanding the giving of such opinion by Landlord, Landlord shall not be liable to Tenant if Landlord does not actually repair such damage within such one hundred eighty-day period.

(c) If, in Landlord's reasonable opinion (to be given to Tenant not later than ten (10) days after notice to Landlord by Tenant of the happening of such damage or destruction) the damage can be repaired as set forth in subparagraph (b) above within the shorter of the period until the end of the Lease Term or one hundred eighty (180) days from the date of such opinion and the damage or destruction is such that the Leased Property is capable of being partially used by Tenant, then, until such damage has been repaired, the rent shall abate in the proportion which that part of the Leased Property which is rendered unfit for occupancy bears to the whole of the Leased Property, and Landlord shall repair the damage with reasonable diligence. Notwithstanding the



giving of such opinion by Landlord, Landlord shall not be liable to Tenant if Landlord does not actually repair such damage within such applicable period.

(d) Landlord and Tenant shall fully cooperate with each other regarding the settlement and adjustment of insurance claims. If Landlord is to repair any such damage or destruction, Tenant will remove any fixtures, equipment, furniture, inventory, or other items of personal property from the Leased Property as required by Landlord in order to repair and/or reconstruct the improvements constituting a part of the Leased Property. Also, Landlord shall have the free and uninterrupted right of possession of the Leased Property to repair and reconstruct the improvements constituting a part of the Leased Property, and such right will extend to Landlord's employees, contractors, subcontractors, laborers, and suppliers.

(e) In no event shall Landlord be responsible for repairing or reconstructing any improvements made to the Leased Property by Tenant, unless such damage is caused by fire or other casualty covered under standard fire and extended coverage insurance. Furthermore, in no event shall Landlord be liable for any loss of or damage to Tenant's personal property or trade fixtures.

17. PLUMBING LEAKS. Landlord shall not be liable to Tenant for any damage caused by or from plumbing, gas, water, steam, or other pipes or sewage or the bursting, leaking, or running of any cistern, tank, washstand, water closet or water pipe in, above, upon, or about the Leased Property. Nor shall Landlord be liable to Tenant for damage caused by water being upon or coming through the roof, skylight, trapdoor, or otherwise, nor for any damage arising from any act or negligence of any other tenants or occupants of the building of which the Leased Property is a part or any owners or occupants of adjoining or contiguous property, unless such damage is as a result of Landlord's active, gross negligence.

18. CONDEMNATION. If the Leased Property is taken by reason of the exercise of the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate on the date title to the Leased Property vests in the taking authority, and the rent shall be prorated to the date of such termination. If a portion of the Leased Property is so taken and the part not so taken is, in Landlord's opinion, insufficient for the operation of Tenant's business thereon (such opinion to be delivered to Tenant within ten (10) days after title to such portion of the Leased Property vests in the taking authority), then either Landlord or Tenant may terminate this Lease at any time within thirty (30) days after such opinion is given, by giving the other notice of termination of this Lease, and the rent and all other payments for which Tenant may be liable under the terms of this Lease shall be prorated to the effective date of termination. If neither party gives such notice to the other of the termination of this Lease, this Lease shall continue in full force and effect as to that portion of the Leased Property not so taken under the same terms and conditions set forth in this Lease, except that the rent thereafter payable shall be reduced by such equitable amount as shall be agreed upon by Landlord and Tenant through good faith negotiations, taking into account the amount of the Leased Property so taken, the extent to which Tenant's ability to use and occupy the Leased Property is diminished, and other pertinent factors. Landlord shall, at Landlord's expense, make such restoration as may be reasonably required, provided that the total cost thereof does not exceed the net proceeds of the condemnation award which Landlord receives upon such partial taking, and provided further that in no event shall Landlord be responsible for restoring any alterations, additions, or improvements made to the Leased Property by Tenant. All damages and compensation awarded or paid upon such total or partial taking shall belong to

Landlord as compensation for the diminution in value of Landlord's interest in this Lease and in the Leased Property. Nothing contained in this paragraph shall be construed so as to preclude Tenant from prosecuting any claim directly against the taking authority for loss of business, or depreciation of, damage to, or the cost of removal of, or for the value of trade fixtures, furniture, equipment, and other personal property belonging to Tenant, provided that no such claim diminishes or otherwise adversely affects Landlord's condemnation award.

19. DEFAULT BY TENANT. The occurrence of any of the following shall constitute an event of default by Tenant:

(a) Delinquency in the payment of any installment of rent or additional rent payable under this Lease, if such delinquency continues for a period of more than ten (10) days after such rent or additional rent becomes due and payable.

(b) Failure by Tenant to perform, comply with, or abide by any of the terms, covenants, and conditions contained in this Lease applicable to Tenant, other than those referred to in the foregoing subparagraph (a), for a period of more than ten (10) days after notice thereof from Landlord to Tenant, except for any default not susceptible of being cured within such ten-day period, in which event the time permitted for Tenant to cure such default shall be extended for as long as shall be reasonably necessary to cure such default, provided that Tenant commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to jeopardize Landlord's interest in this Lease or as to subject Landlord or Tenant to any civil or criminal liabilities.

(c) Filing by Tenant in any Court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or an assignment by Tenant for the benefit of creditors.

(d) Filing against Tenant in any Court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, if within ninety (90) days after the commencement of any such proceeding against Tenant, such petition is not dismissed.

(e) Tenant's dissolution, or other termination of existence, merger, or consolidation with another entity, insolvency, forfeiture of right to do business, or business failure.

(f) If Tenant abandons the Leased Property or if the Leased Property becomes and remains vacant for a period in excess of ten (10) days.

(g) If Tenant's interest under this Lease is sold under execution or other legal process, or if Tenant's interest under this Lease is assigned by operation of law.

20. REMEDIES IN EVENT OF DEFAULT BY TENANT. Upon the occurrence of any event of default by Tenant, Landlord may, at Landlord's sole option, terminate Tenant's right to possession of the Leased Property and lawfully resume possession of the Leased Property for Tenant's account. Such action by Landlord shall not constitute or be deemed an acceptance by

Landlord of a surrender of the Leased Property by Tenant. In such event, all rent for the balance of the Lease Term or any extension thereof shall become immediately due and payable. Tenant shall immediately pay Landlord: (i) the amount of all remaining rent due under this Lease for the entire Lease Term (and any extension thereof, if applicable) pursuant to the above acceleration provision; (ii) the amount of rent and additional rent accrued and unpaid on the date on which Landlord elects to terminate this Lease and resumes possession of the Leased Property for Tenant's account; and (iii) any damages resulting from Tenant's failure to perform, comply with, or abide by any term, covenant, or condition of this Lease except the covenant to pay rent. Upon the full payment by Tenant to Landlord of the aforementioned accelerated rent, Tenant shall be entitled to receive any rent actually received by Landlord attributable to the Leased Property for the period for which the rent herein reserved was to be paid, less all costs incurred by Landlord in connection with any reletting of the Leased Property, including, without limitation, attorney's fees, broker's commissions, advertising, and the costs of repairing, renovating, refurbishing, and remodeling the Leased Property; provided, however, that Landlord shall have no obligation to attempt to relet the Leased Property. In the event Landlord does relet the Leased Property, Landlord shall never be liable to Tenant for any failure to collect any rent due upon any such reletting. Notwithstanding anything herein to the contrary, in no event shall Landlord be liable to Tenant for any amount by which rent received from any reletting of the Leased Property exceeds the amount of rent which Tenant is required to pay under the terms of this Lease.

Notwithstanding the foregoing provisions of this paragraph, Landlord shall not be precluded from pursuing any other remedy which Landlord may have by reason of common law, statute, or otherwise.

If Landlord employs an attorney on account of a breach or threatened breach by Tenant of any of the terms, covenants, conditions, or agreements contained in this Lease, Tenant shall pay over to Landlord, upon demand, all attorneys' fees incurred by Landlord in connection therewith. In addition, if Landlord institutes any legal action by reason of any default or threatened default by Tenant under the terms of this Lease, Tenant shall pay all costs of such action, including attorney's fees incurred at the pre-trial level, the trial level, and in connection with all appellate proceedings.

21. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet or permit the Leased Property, or any part thereof, to be used by others, without Landlord's prior written consent, which consent shall be in Landlord's sole and absolute discretion. If Tenant assigns, mortgages, or encumbers this Lease, or sublets or permits the Leased Property or any part thereof to be used by others, without having obtained Landlord's prior written consent, any such assignment, mortgage, encumbrance, or subletting shall be void, and shall, at Landlord's sole option, terminate this Lease without prejudice to any of Landlord's rights and remedies under this Lease. No subleasing or assignment by Tenant shall operate to relieve Tenant of any obligation or liability arising under the terms of this Lease unless Landlord specifically agrees in writing that such proposed subleasing or assignment shall so release Tenant.

22. INSPECTION AND ACCESS. Landlord, and Landlord's agents and employees, may enter the Leased Property at all reasonable times to inspect the Leased Property, and to show the Leased Property to prospective tenants or purchasers, provided that such inspection or showing does not unreasonably interfere with Tenant's business being conducted upon the Leased

Property. Furthermore, Landlord shall have the right to place a "For Rent" sign or a "For Sale" sign at the Leased Property before the expiration of the Lease Term.

23. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS. If Tenant defaults in the performance of or compliance with any covenant, condition, or agreement in this Lease applicable to Tenant, Landlord may, after ten (10) days' notice to Tenant (or without notice if in Landlord's opinion an emergency exists) perform such covenant, condition, or agreement for Tenant's account and at Tenant's sole expense. In such event, Tenant shall, upon demand, reimburse Landlord for the total amount incurred in order to effect such cure, including, without limitation, court costs and attorneys' fees.

24. LANDLORD'S LIEN ON TENANT'S PROPERTY. To secure payment of all rent, additional rent, and other sums due and payable under the provisions of this Lease, and to secure the performance of or compliance with all other covenants, conditions, and agreements applicable to Tenant under this Lease, except insofar as such is precluded by applicable law, Landlord shall have and is hereby given a lien on all furniture, equipment, trade fixtures, inventory, and other personal property of any kind whatsoever belonging to Tenant, and any improvements or additions placed upon the Leased Property by Tenant, which may be located in, upon, or at the Leased Property at any time while this Lease is in effect. If this Lease is terminated under the provisions of the paragraph hereof entitled "Remedies in Event of Default by Tenant," Landlord may take possession of all property enumerated in the foregoing sentence and sell as much of such property as is reasonably required in order to satisfy such lien. If requested by Landlord, Tenant shall execute all necessary financing statements in form satisfactory to Landlord, with respect to the lien herein granted, and Landlord shall have all of the rights of a secured party under Article 9 of the Florida Uniform Commercial Code. To satisfy such lien, Landlord shall retain, out of the proceeds of such sale or sales, an amount equal to the total costs and expenses of such sale or sales (including attorneys' fees) plus the amount of all rent, additional rent, and other sums due and owing by Tenant under the provisions of this Lease, and any damages due to the failure of Tenant to perform or comply with any of the covenants, conditions, and agreements applicable to Tenant under this Lease, other than the covenant to pay rent, with any excess from such proceeds to be paid over to Tenant. The remedy provided in this paragraph shall not be exclusive, and Landlord may invoke such other remedies as are provided in this Lease or are otherwise available by law to Landlord prior to, concurrently with, or subsequent to enforcing the remedy provided for in this paragraph.

25. SURRENDER. Except as otherwise provided herein, Tenant shall, on the last day of the Lease Term or any extension thereof, peacefully surrender and deliver up the Leased Property into the possession of Landlord, or Landlord's heirs, personal representatives, successors, or assigns, in a clean and sanitary condition and in as good condition as the same is at the commencement of the Lease Term, excepting only ordinary wear and tear and damage caused by fire or other casualty not Tenant's fault and covered under standard fire and extended coverage insurance. Upon vacating the Leased Property, Tenant shall surrender all keys to Landlord. Tenant shall remove all signs or symbols placed on or about the Leased Property, and shall restore the portion of the Leased Property on which such signs or symbols were placed to the same condition as such portion was prior to such placement, at Tenant's sole expense. At the expiration or sooner termination of the Lease Term or any extension thereof, any trade fixtures, equipment, furnishings, inventory, or other personal property belonging to Tenant which remains

on the Leased Property shall be conclusively deemed abandoned by Tenant, and Landlord may dispose of any of such items in any manner, without any liability whatsoever.

26. HOLDOVER. If Tenant remains on the Leased Property after the expiration or sooner termination of this Lease without having executed a new written lease agreement with Landlord, such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at Landlord's option, elect to treat Tenant as one who continues in possession after the end of the term, and be entitled to all of the remedies against Tenant provided by law in that situation, including recovery of double rent, or Landlord may, at Landlord's option, elect to treat Tenant as a tenant from month-to-month only, subject to all of the terms, conditions, and provisions of this Lease, consistent with a month-to-month tenancy except the rent which shall be at a rate specified by Landlord.

27. WAIVER. The failure of Landlord to insist in one or more instances upon the strict performance of or compliance with any of the terms, covenants, conditions, or agreements of this Lease, or to exercise any option herein conferred, shall not be considered as waiving or relinquishing for the future any of such terms, covenants, conditions, agreements, or options, but the same shall continue and shall remain in full force and effect. The receipt of rent or any part thereof, whether the rent be that specifically reserved or that which may become payable under any of the covenants herein contained, and whether the same be received from Tenant or from any one claiming under or through Tenant or otherwise shall not be deemed to operate as a waiver of Landlord's rights to enforce the payment of rent or charges of any kind previously due or which may thereafter become due, or the right to terminate this Lease and to recover possession of the Leased Property or to exercise any of the rights or remedies reserved to Landlord hereunder or which Landlord may have at law, in equity, or otherwise.

28. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties as to the Leased Property and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

29. NOTICES. All notices, consents, or other communications permitted or required to be given under this Lease shall be given in writing and delivered in person or sent by certified mail, return receipt requested and postage prepaid, to the parties at their respective addresses as set forth above. Notices delivered in person shall be effective when delivered; provided, however, that notices to be delivered to any party that is a corporation shall be delivered to an officer, director, employee, or agent of such party. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than five (5) days after deposit in the United States mails, postage prepaid. If the last day for giving any notice or performing any act under this Lease falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday or Post Office holiday. Any party wishing to change the person designated to receive any notice or the address for any notice may do so by complying with the notice provisions of this paragraph.

30. SEVERABILITY. Whenever possible, each part of this Lease shall be interpreted in such a manner as to be valid under applicable law. However, if it shall be found that any part of this Lease is illegal or unenforceable, such part or parts shall be of no force and effect to the

extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Lease.

31. BINDING EFFECT. Except as otherwise provided herein, the terms, covenants, conditions, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

32. COVENANT OF QUIET ENJOYMENT. Tenant, upon the payment of the rent herein reserved and upon the faithful performance of or compliance with all of the covenants, conditions, and agreements of this Lease applicable to Tenant, shall at all times during the Lease Term and any extension thereof peacefully and quietly enjoy the Leased Property without any disturbance from Landlord or from any person or entity claiming through Landlord.

33. BROKERS. Landlord and Tenant each warrant and represent to the other that no broker or anyone else entitled to claim any commission was involved in the negotiations relative to this Lease. Landlord and Tenant each agree to indemnify and hold the other harmless from and against and in respect of any claim for brokerage or other commissions relative to this Lease, and the transactions contemplated by this Lease.

34. SUBORDINATION TO MORTGAGES. This Lease and Tenant's interest in the Leased Property is and shall be subject and subordinate to all mortgages which now affect or which may hereafter affect the Leased Property, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Although no instrument or act on Tenant's part shall be necessary to effectuate such subordination, Tenant shall, nevertheless, sign such subordination instruments as may be required from time to time by any mortgagee who now holds or may hereafter hold a mortgage encumbering the Leased Property. In addition, Tenant shall complete and sign any estoppel document which any such mortgage holder requires, which shall confirm the terms of this Lease.

35. MISCELLANEOUS PROVISIONS.

(a) Relationship of Parties. Neither the execution of this Lease nor the performance of any of the terms and obligations hereof shall ever be deemed or construed to have the effect of creating, between Landlord and Tenant, the relationship of principal and agent, or of a partnership, or of a joint venture, and the relationship between the parties hereto created hereby shall always be and remain that of landlord and tenant.

(b) Joint and Several Liability. If Tenant is composed of more than one person or entity, they shall be jointly and severally liable under the terms of this Lease.

(c) Language. Whenever used in this Lease, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context so permits.

(d) Consents by Landlord. The consent of Landlord to any act by Tenant requiring Landlord's consent shall not be deemed to waive or render unnecessary Landlord's consent to any subsequent similar act by Tenant.



(e) Amounts Deemed Additional Rent. All amounts payable to Landlord under this Lease (other than the rent specifically reserved in paragraph 4 hereof) shall be deemed additional rent payable hereunder.

(f) Interest on Delinquent Payments. If any rent or additional rent payable under this Lease is not paid to Landlord by Tenant within ten (10) days after the same becomes due and payable, the amount thereof shall bear interest at the highest lawful rate from the time such amount became due and payable until paid in full.

(g) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

(h) Governing Law. This Lease and all instruments or documents related thereto shall be construed in accordance with Florida law.

(i) Venue. The venue of any legal proceeding brought in connection with this Lease or any aspect of the relationship between the parties shall be in the county where the Leased Property is located.

(j) Exhibits. Any exhibits attached to this Lease are specifically incorporated herein by reference as if the same were fully set forth herein.

(k) Paragraph Titles. Paragraph titles are used solely for convenience herein and shall not be used in interpreting or construing any provision of this Lease.

(l) WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LEASE OR OUT OF THE RELATIONSHIP ESTABLISHED BY THIS LEASE WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES AND THAT, THEREFORE, ANY ACTION BROUGHT BY LANDLORD OR TENANT AGAINST EITHER OF THEM, WHETHER ARISING OUT OF THIS LEASE OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

(m) Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

(m) Radon Gas RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

[The remainder of this page has been intentionally left blank. Signature pages follow.]


EXECUTED by Landlord this 11<sup>th</sup> day of September, 2023.

2030 SR 60, LLC

By:   
Steve Tarte, Manager

EXECUTED by Tenant this 11<sup>th</sup> day of September, 2023.

MADRID ENGINEERING GROUP, INC.,  
d/b/a Madrid CPWG

By:   
Sheila Tarte, President

**EXHIBIT "A"**

(Parcel 1)

**LEGAL DESCRIPTION**

Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North 1° 07' 30" West 237.01 feet to the point of beginning; said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence North 1° 07' 30" West 511.65 feet; thence North 88° 52' 30" East 240.00 feet; thence South 1° 07' 30" East 530.02 feet to the North right-of-way line of said State Road 60; thence North 85° 45' West along said right of way 166.82 feet; thence North 89° 00' West 73.96 feet to the Point of Beginning.

LESS:

**LEGAL DESCRIPTION:**

Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North 1° 07' 30" West 237.01 feet said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence along said North right-of-way line, S.89°00'E., a distance of 73.96 feet; thence continue along said North right-of-way line S.85°45' E., a distance of 166.82 feet; thence N.1°07'30"W., a distance of 67.35 feet to the Point of Beginning; thence N.01°07'30"W., a distance of 163.10 feet; thence S.88°52'21"W., a distance of 102.90 feet; thence S.22°46'44"W., a distance of 94.54 feet to the point of curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 22°46'44", a chord bearing of S.11°23'22"W. and a chord length of 11.85 feet; thence along the arc of said curve, an arc length of 11.93 feet to the point of tangency of said curve; thence S.00°00'00"E., a distance of 70.90 feet to the beginning of a non-tangent curve to the left, having: a radius of 40.00 feet, a central angle of 49°51'23", a chord bearing of N.79°04'05"E. and a chord length of 33.72 feet; thence along the arc of said curve, an arc length of 34.81 feet to the end of said curve; thence N.88°51'02"E., a distance of 111.95 feet to the Point of Beginning.

Parcel contains 21788 square feet or 0.50 acres, more or less.

Subject to, reserved and created hereby is a **permanent, non-exclusive easement for ingress, egress and utilities** as reasonably required for the commercial use and development of the property described herein, including the 0.5 acre parcel described immediately above, over and across the following described parcel:

Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North 1° 07' 30" West 237.01 feet said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence South 89°00' East 52.53 feet to the Point of Beginning; thence N.04°42'03"E., a distance of 10.28 feet; thence N.03°40'03"E., a distance of 18.85 feet; thence N.02°50'36"E., a distance of 11.67 feet to the point of curvature of a curve to the right, having: a radius of 40.00 feet, a central angle of 34°41'27", a chord bearing of N.20°11'20"E. and a chord length of 23.85 feet; thence along the arc of said curve, an arc length of 24.22 feet to the point of reverse curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 34°39'27", a chord bearing of N.20°12'19"E. and a chord length of 17.87 feet; thence along the arc of said curve, an arc length of 18.15 feet to the end of said curve; thence N.00°30'13"E., a distance of 47.95 feet; thence N.22°46'44"E., a distance of 94.78 feet; thence N.88°52'21"E., a distance of 26.25 feet; thence S.22°46'44"W., a distance of 94.54 feet to the point of curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 22°46'44", a chord bearing of S.11°23'22"W.

and a chord length of 11.85 feet; thence along the arc of said curve, an arc length of 11.93 feet to the point of tangency of said curve; thence S.0°00'00"E., a distance of 84.30 feet to a point on a curve to the left, having: a radius of 20.00 feet, a central angle of 75°53'42", a chord bearing of S.44°59'55"W. and a chord length of 24.60 feet; thence along the arc of said curve, an arc length of 26.49 feet to the end of said curve; thence S.05°31'07"W., a distance of 15.71 feet; thence N.85°42'03"W., a distance of 1.11 feet; thence N.86°47'59"W., a distance of 21.45 feet to the Point of Beginning.

Subject to, reserved and created hereby is a **permanent, non-exclusive easement for the construction, maintenance and operation of facilities and structures for storm-water drainage and retention** as reasonably required for the commercial use and development of the property described herein, including the 0.5 acre parcel described above, over and across the following described parcel:

Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North 1° 07' 30" West 237.01 feet said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence along said North right-of-way line, S.89°00'E., a distance of 73.96 feet; thence continue along said North right-of-way line S.85°45'W., a distance of 166.82 feet; thence N.1°07'30"W., a distance of 67.35 feet to the Point of Beginning; thence N.01°07'30"W., a distance of 163.10 feet; thence S.88°52'20"W., a distance of 11.00 feet; thence S.01°07'39"E., a distance of 73.13 feet to the point of curvature of a curve to the right, having: a radius of 9.00 feet, a central angle of 89°52'17", a chord bearing of S.43°48'31"W. and a chord length of 12.71 feet; thence along the arc of said curve, an arc length of 14.12 feet to the point of tangency of said curve; thence S.88°44'41"W., a distance of 15.79 feet to the point of curvature of a curve to the left, having: a radius of 9.00 feet, a central angle of 89°51'27", a chord bearing of S.43°48'56"W. and a chord length of 12.71 feet; thence along the arc of said curve, an arc length of 14.11 feet to the point of tangency of said curve; thence S.01°06'48"E., a distance of 15.86 feet to the point of curvature of a curve to the left, having: a radius of 9.00 feet, a central angle of 87°27'03", a chord bearing of S.44°50'20"E. and a chord length of 12.44 feet; thence along the arc of said curve, an arc length of 13.74 feet to a point on a curve to the right, having: a radius of 9.00 feet, a central angle of 101°15'32", a chord bearing of S.46°36'03"E. and a chord length of 13.92 feet; thence along the arc of said curve, an arc length of 15.91 feet to the end of said curve; thence S.03°22'25"W., a distance of 28.69 feet to the point of curvature of a curve to the right, having: a radius of 9.00 feet, a central angle of 50°05'10", a chord bearing of S.28°25'00"W. and a chord length of 7.62 feet; thence along the arc of said curve, an arc length of 7.87 feet to the end of said curve; thence S.39°58'32"W., a distance of 2.80 feet; thence N.88°51'02"E., a distance of 34.09 feet to the Point of Beginning.

**EXHIBIT "B"**

(Parcel 2)

**LEGAL DESCRIPTION:**

Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North 1° 07' 30" West 237.01 feet said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence along said North right-of-way line, S.89°00'E., a distance of 73.96 feet; thence continue along said North right-of-way line S.85°45' E , a distance of 166.82 feet; thence N.1°07'30"W., a distance of 67.35 feet to the Point of Beginning; thence N.01°07'30"W., a distance of 163.10 feet; thence S.88°52'21"W., a distance of 102.90 feet; thence S.22°46'44"W., a distance of 94.54 feet to the point of curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 22°46'44", a chord bearing of S.11°23'22"W. and a chord length of 11.85 feet; thence along the arc of said curve, an arc length of 11.93 feet to the point of tangency of said curve; thence S.00°00'00"E., a distance of 70.90 feet to the beginning of a non-tangent curve to the left, having: a radius of 40.00 feet, a central angle of 49°51'23", a chord bearing of N.79°04'05"E. and a chord length of 33.72 feet; thence along the arc of said curve, an arc length of 34.81 feet to the end of said curve; thence N.88°51'02"E., a distance of 111.95 feet to the Point of Beginning.

Parcel contains 21788 square feet or 0.50 acres, more or less.

INCLUDING AND TOGETHER WITH that permanent, non-exclusive easement for ingress, egress and utilities over and across the following described parcel:

Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North 1° 07' 30" West 237.01 feet said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence South 89°00' East 52.53 feet to the Point of Beginning; thence N.04°42'03"E., a distance of 10.28 feet; thence N.03°40'03"E., a distance of 18.85 feet; thence N.02°50'36"E., a distance of 11.67 feet to the point of curvature of a curve to the right, having: a radius of 40.00 feet, a central angle of 34°41'27", a chord bearing of N.20°11'20"E. and a chord length of 23.85 feet; thence along the arc of said curve, an arc length of 24.22 feet to the point of reverse curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 34°39'27", a chord bearing of N.20°12'19"E. and a chord length of 17.87 feet; thence along the arc of said curve, an arc length of 18.15 feet to the end of said curve; thence N.00°30'13"E., a distance of 47.95 feet; thence N.22°46'44"E., a distance of 94.78 feet; thence N.88°52'21"E., a distance of 26.25 feet; thence S.22°46'44"W., a distance of 94.54 feet to the point of curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 22°46'44", a chord bearing of S.11°23'22"W. and a chord length of 11.85 feet; thence along the arc of said curve, an arc length of 11.93 feet to the point of tangency of said curve; thence S.0°00'00"E., a distance of 84.30 feet to a point on a curve to the left, having: a radius of 20.00 feet, a central angle of 75°53'42", a chord bearing of S.44°59'55"W. and a chord length of 24.60 feet; thence along the arc of said curve, an arc length of 26.49 feet to the end of said curve; thence S.05°31'07"W., a distance of 15.71 feet; thence N.85°42'03"W., a distance of 1.11 feet; thence N.86°47'59"W., a distance of 21.45 feet to the Point of Beginning.

ALSO INCLUDING AND TOGETHER WITH that permanent, non-exclusive easement for the construction, maintenance and operation of facilities and structures for storm-water drainage and retention over and across the following described parcel:

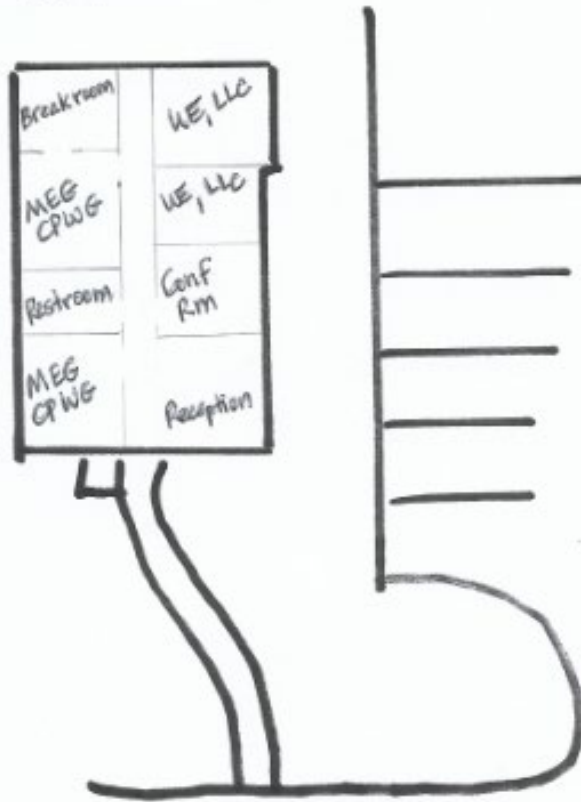
Beginning at the Southwest corner of the NW 1/4 of Section 4, Township 30 South, Range 25 East, thence run East 529.00 feet; thence North  $1^{\circ} 07' 30''$  West 237.01 feet said point being on the North right-of-way line of State Road 60 (Van Fleet Drive); thence along said North right-of-way line, S. $89^{\circ} 00' E.$ , a distance of 73.96 feet; thence continue along said North right-of-way line S. $85^{\circ} 45' W.$ , a distance of 166.82 feet; thence N. $1^{\circ} 07' 30'' W.$ , a distance of 67.35 feet to the Point of Beginning; thence N. $01^{\circ} 07' 30'' W.$ , a distance of 163.10 feet; thence S. $88^{\circ} 52' 20'' W.$ , a distance of 11.00 feet; thence S. $01^{\circ} 07' 39'' E.$ , a distance of 73.13 feet to the point of curvature of a curve to the right, having: a radius of 9.00 feet, a central angle of  $89^{\circ} 52' 17''$ , a chord bearing of S. $43^{\circ} 48' 31'' W.$  and a chord length of 12.71 feet; thence along the arc of said curve, an arc length of 14.12 feet to the point of tangency of said curve; thence S. $88^{\circ} 44' 41'' W.$ , a distance of 15.79 feet to the point of curvature of a curve to the left, having: a radius of 9.00 feet, a central angle of  $89^{\circ} 51' 27''$ , a chord bearing of S. $43^{\circ} 48' 56'' W.$  and a chord length of 12.71 feet; thence along the arc of said curve, an arc length of 14.11 feet to the point of tangency of said curve; thence S. $01^{\circ} 06' 48'' E.$ , a distance of 15.86 feet to the point of curvature of a curve to the left, having: a radius of 9.00 feet, a central angle of  $87^{\circ} 27' 03''$ , a chord bearing of S. $44^{\circ} 50' 20'' E.$  and a chord length of 12.44 feet; thence along the arc of said curve, an arc length of 13.74 feet to a point on a curve to the right, having: a radius of 9.00 feet, a central angle of  $101^{\circ} 15' 32''$ , a chord bearing of S. $46^{\circ} 36' 03'' E.$  and a chord length of 13.92 feet; thence along the arc of said curve, an arc length of 15.91 feet to the end of said curve; thence S. $03^{\circ} 22' 25'' W.$ , a distance of 28.69 feet to the point of curvature of a curve to the right, having: a radius of 9.00 feet, a central angle of  $50^{\circ} 05' 10''$ , a chord bearing of S. $28^{\circ} 25' 00'' W.$  and a chord length of 7.62 feet; thence along the arc of said curve, an arc length of 7.87 feet to the end of said curve; thence S. $39^{\circ} 58' 32'' W.$ , a distance of 2.80 feet; thence N. $88^{\circ} 51' 02'' E.$ , a distance of 34.09 feet to the Point of Beginning.



## EXHIBIT "B-1"

(2040 Hwy 60 Building Drawing of Leased Property included in Parcel 2)

"Annex"



### Exhibit B-1

Shared areas are the breakroom, the restroom, the conference room and the entrance and reception area. Parking on the side is also shared.



# 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 33830

EXPIRATION DATE  
9/30/2025

DATE ISSUED

7/03/2024

TAX RECEIPT #

00629

BUSINESS TAX RECEIPT FOR

ENGINEERS

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.

City Manager

City Clerk

**POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM****ACCOUNT NO. 1289****CLASS: B+****PAYMENT DUE BY: 09/30/2024**

| OWNER NAME   | LOCATION                |
|--------------|-------------------------|
| SHEILA TARTE | 2030 HWY 60 E<br>BARTOW |

**BUSINESS NAME AND MAILING ADDRESS****MADRID ENGINEERING GROUP**  
MADRID ENGINEERING GROUP  
2030 HWY 60 E  
BARTOW, FL 338304268**CODE****540190****ACTIVITY TYPE****PROFESSIONAL ENGINEER****SIGN HERE****RANAY.RICHARDS@MADRIDCP**SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION  
AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS  
TRUE AND CORRECT.**AMOUNT DUE: 73.53****PAID - 2645893 10/14/2024 OPY****OLP 73.53 MADRID ENGINEERING GROUP****For Your Information: What You Need To Know About Tangible Personal Property**

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, [polkpa.org](http://polkpa.org).

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT****ACCOUNT NO. 1289****CLASS: B+****EXPIRES:****09/30/2025**

| OWNER NAME   | LOCATION                |
|--------------|-------------------------|
| SHEILA TARTE | 2030 HWY 60 E<br>BARTOW |

**BUSINESS NAME AND MAILING ADDRESS****MADRID ENGINEERING GROUP**  
MADRID ENGINEERING GROUP  
2030 HWY 60 E  
BARTOW, FL 338304268**CODE****540190****ACTIVITY TYPE****PROFESSIONAL ENGINEER****PROFESSIONAL LICENSE (IF APPLICABLE)****OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY  
DISPLAYED AT THE BUSINESS LOCATION**PAID - 2645893 10/14/2024 OPY****OLP 73.53****MADRID ENGINEERING GROUP**

# KEYSTONE LAKELAND OFFICE LEASE

## Second Amendment to Office Lease Agreement

THIS AGREEMENT is made as of this 14<sup>th</sup> day of May 2024, by **Bandit Tomkow, LLC as Assignee of Macedonian Service Foundation, Incorporated** ("Lessor") and **Keystone Civil, Inc.** ("Lessee"), under the following circumstances.

- A. By Lease Agreement commenced on February 15, 2021 (the "Lease"), Lessor leased to Lessee the office Premises located at 8201 Tomkow Road, Lakeland, Florida 33809.
- B. The parties entered into the First Amendment to Office Lease Agreement dated May 01, 2022.
- C. The parties now desire to amend the Lease as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows.

- 1. The Lease term end date in Section 1.01(A) is hereby amended to "May 30, 2025."
- 2. Except as amended hereby, the Lease is not otherwise altered or amended, and Lessor and Lessee do hereby ratify, adopt and confirm its terms and provisions. The Lease, as modified, remains in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Amendment as of the date written above.

### LESSOR:

#### Bandit Tomkow, LLC

Jason M. Christiano

Digitally signed by Jason M. Christiano  
DN: C=US,  
E=jason.christiano@keystonecivil.com,  
CN=Jason M. Christiano  
Date: 2024.05.14 09:31:21-04'00'

Jason Christiano, Manager

### LESSEE:

#### Keystone Civil, Inc.

Joy Christiano

Digitally signed by Joy Christiano  
DN: CN=Joy Christiano,  
cniQualifier=A01410D0000017A81638AEC0000966A,  
OU=KEYSTONE CIVIL, C=US  
Date: 2024.05.14 09:37:28-04'00'

Joy L. Christiano, President

## **First Amendment to Office Lease Agreement**

THIS AGREEMENT is made as of this 1st day of May 2022, by **Bandit Tomkow, LLC as Assignee of Macedonian Service Foundation, Incorporated** ("Lessor") and **Keystone Civil, Inc.** ("Lessee"), under the following circumstances.

- A. By Lease Agreement commenced on February 15, 2021 (the "Lease"), Lessor leased to Lessee the office Premises located at 8201 Tomkow Road, Lakeland, Florida 33809.
- B. The parties now desire to amend the Lease as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows.

- 1. The Lease term end date in Section 1.01(A) is hereby amended from "May 30, 2022" to "May 30, 2024."
- 2. Except as amended hereby, the Lease is not otherwise altered or amended, and Lessor and Lessee do hereby ratify, adopt and confirm its terms and provisions. The Lease, as modified, remains in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Amendment as of the date written above.

### **LESSOR:**

**Bandit Tomkow, LLC**

  
\_\_\_\_\_  
Jason Christiano, Manager

### **LESSEE:**

**Keystone Civil, Inc.**

  
\_\_\_\_\_  
Joy L. Christiano, President

**ASSIGNMENT OF LEASE, ACCEPTANCE AND CONSENT**

This Assignment of Lease, Acceptance and Consent, entered into this 29 day of July, 2021, by and between MACEDONIAN SERVICE FOUNDATION, INCORPORATED, a Florida Not for Profit Corporation (Assignor), BANDIT TOMKOW, LLC, a Florida limited liability company (Assignee), and KEYSTONE CIVIL, INC., a Florida Corporation (Tenant).

IN CONSIDERATION of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follow:

1. Assignor hereby assigns, transfers, and conveys to Assignee, all of its right, title and interest in and to that certain Lease dated January 12, 2021 (hereinafter referred to as the "Lease"), for premises at 8201 Tomkow Road, Lakeland, FL 33809.
2. Assignee hereby accepts the assignment of the Lease and agrees to be bound by all terms and conditions thereof, and to perform all obligations required of the Landlord thereunder, irrespective of when such obligations arose, and of whatever nature.
3. Tenant hereby consents to the aforementioned assignment of the Lease.

**ASSIGNEE**

BANDIT TOMKOW, LLC

By: 

Jason Christiano, Manager

**TENANT**

KEYSTONE CIVIL, INC.

By: 

JASON CHRISTIANO

Printed Name

**ASSIGNOR**

MACEDONIAN SERVICE FOUNDATION, INC., a  
Florida not for profit corporation

By: 

|                   |  |
|-------------------|--|
| <i>Brant Lane</i> | dotloop verified<br>07/29/21 12:18 PM EDT<br>VMRU-KM7X-FXCT-AIWW |
|-------------------|--|

Brant Lane

Printed Name



**LEASE**

**Between**

**Macedonian Service Foundation, Incorporated**

**Landlord**

**&**

**Keystone Civil, Inc.**

**Tenant**

**Dated: January 12, 2021**

**PREMISES:** The building and land that composes 8201 Tomkow Road, Lakeland, Florida, 33809, front office space only; does not include highlighted office space on Attachment A. or the warehouse.

## LEASE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS LEASE (this "Lease") is made effective as of the 15<sup>th</sup> day of January, 2021 by and between **Macedonian Service Foundation, Inc.**, d/b/a Macedonian Missionary Service, 8201 Tomkow Road, Lakeland, Florida, 33809, ("Landlord"), and **Keystone Civil, Inc.**, ("Tenant"), having a principal place of business at 2635 Windguard Circle, Suite 102, Wesley Chapel, Florida, 33544.

### WITNESSETH:

The parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant and agree as follows:

### ARTICLE 1

#### **Definitions, Demise, Premises, Terms, Rent**

**Section 1.01 Definitions.** The following terms shall have the meanings hereinafter set forth throughout this Lease.

(A) "Base Rent" shall, mean the base rent payable by Tenant during the Term, as follows: Four Thousand dollars, \$4,000.00, plus 6.5% sales tax, Two Hundred and Sixty dollars, \$260.00, (\$4,260.00), per month beginning on February 15<sup>th</sup> for a fifteen month lease and ending on May 30, 2022.

Tenant reserves option to renew the lease for three (3) additional months at the rate of \$4,000.00 + 6.5% tax.

Term: The Tenant agrees to pay for utilities Three Hundred and Fifty dollars, \$350.00, a month for electric, water, sewer and garbage pick-up.

"Landlord's Notice Address" is to be: PO Box 756, Somerset, Kentucky, 42502.

Permitted Uses: General business operations. Which shall include storage, distribution, operations, and general administrative office use.

Premises shall mean that property commonly known as: 8201 Tomkow Road, Lakeland, Florida, 33809; which includes approximately 6,000 square feet of office space; which does not include office space highlighted on Attachment A or the warehouse.

Property shall mean that certain real property on which the Building is situated, located at 8201 Tomkow Road, Lakeland, Florida, 33809.

Security Deposit shall be equal to one month's rent, \$4,000.00. In addition the Landlord will also need to have the first month's rent **at lease execution**. (A total of \$8,260.00 will be due and payable January 15, 2021.)

Tenant's Notice Address shall be: 2635 Windguard Circle, Suite 102, Wesley Chapel, Florida, 33544.

## **Section 1.02**

Tenant has inspected the Premises and is satisfied with the physical condition thereof, including all equipment and appurtenances and agrees to accept the Premises in their present "AS IS" condition.

**Section 1.03      Use.** The Premises shall be used and occupied by Tenant solely for the Permitted Uses, including related office use thereof, and for no other purpose without the prior written consent of Landlord, which consent may be withheld for good cause. No representations or warranties, express or implied, are given by Landlord as to the present or future suitability of the Premises for the specific use of the Premises contemplated by Tenant's business. Tenant acknowledges that it has entered into this Lease and shall accept possession of the Premises subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Premises contemplated by the conduct of Tenant's business. Tenant, at its sole cost and expense, shall obtain and keep in effect during the Term, all permits, licenses, and other authorizations necessary to permit Tenant to use and occupy the Premises for the Permitted Uses. Without limiting the generality of the foregoing, Tenant shall not use or store any gasoline, flammable, or so-called "Red Label" materials in or about the Premises. All equipment used within the Premises shall be subject to approval by Landlord's insurance carriers and shall be Underwriters Laboratory or Factory Mutual approved for the uses intended, evidence of which shall be furnished to landlord upon request.

## **ARTICLE 2**

### **Alterations and Additions**

**Section 2.01      Alterations.** Except for Landlord's Work, Tenant shall accept the Premises in its present "AS IS" condition.

## **ARTICLE 3**

## **Tenant's Covenants and Rights**

### **Section 3.01      Assignment and Subletting.**

(A) Tenant covenants that it shall not, by operation of law or otherwise, assign, sublet, encumber or mortgage this Lease, or any part thereof, or permit the Premises to be used by others without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. The consent by Landlord to any assignment, mortgage, encumbrance, subletting or use of the Premises by others shall not constitute a waiver of Landlord's right to withhold its consent to any other assignment, subletting, mortgage, encumbrance or use by others of the Premises. Whether or not Landlord's consent shall be granted to any proposed assignment or subletting, Tenant shall reimburse Landlord for the Reasonable expenses, including attorneys' fees and disbursements, incurred by Landlord in connection with Tenant's request for such consent. In addition, Tenant shall pay to Landlord, as Additional Rent, all reasonable direct and indirect expenses incurred by Landlord due to any such assignee or sublease taking possession of the Premises. The prohibitions set forth in this Section 3.01 and Tenant's agreement thereto are material inducements to Landlord to enter into this Lease with Tenant, and any breach or attempted breach thereof shall constitute an Event of Default (as defined in Section 6.01 hereof) for which no notice or opportunity to cure need be given. For the purposes of this Section 3.01, (i) the transfer or issuance of a majority of the issued and outstanding capital stock of any corporate tenant, or of a corporate subtenant, or the transfer or issuance of a majority of the total interest in any partnership tenant or subtenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease, or of such sublease, as the case may be, except that the transfer of the outstanding capital stock of any corporate tenant, or subtenant, shall not be deemed to include the sale of such stock by persons or parties through the "over-the-counter market" or through any recognized stock exchange, other than by those deemed to be a "control person" within the meaning of the Securities Exchange Act of 1934, as amended, (ii) a takeover agreement or similar agreement whereby the obligations of Tenant under this Lease are assumed by another party shall be deemed a transfer of this Lease, (iii) any person or legal representative of Tenant, to whom Tenant's interest under this Lease passes by operation of law, or otherwise, shall be bound by the provisions of this Section 3.01, (iv) a modification, amendment or extension of a sublease shall be deemed a sublease and (v) if Tenant consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law by any of the persons executing this Lease shall be deemed a voluntary assignment of this Lease by Tenant.

(B) No consent by Landlord to an assignment of this Lease shall be effective until Tenant shall deliver to Landlord an agreement in form and substance satisfactory to Landlord pursuant to which such assignee assumes and agrees to be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease. In no event shall Tenant be released from its obligations hereunder as a result of any assignment of this Lease, and the Tenant named herein and any assignee of such Tenant who assumes the obligations of the named Tenant under this Lease, from and after such assignment, shall be jointly and severally liable for performance of all obligations of Tenant under this Lease.

(C) If the rent and other sums payable to Tenant by an assignee or sub-lessee for or in

connection with an assignment of this Lease or the sublease of all or any part of the Premises shall be in excess (the "Excess") of the Base Rent and any Additional Rent provided for in this Lease (allocated on a per-square-foot basis in the event of a sublease of less than all of the Premises), Tenant shall so notify Landlord and shall pay Landlord the Excess as and when received by Tenant.

**Section 3.02      Utilities.** *Landlord shall keep all utilities in Macedonian Service Foundation, Inc. Tenant agrees to pay utilities in the amount of Three Hundred and Fifty dollars (\$350.00) per month, which includes: water, electric and garbage; payable to Macedonian Service Foundation, Inc.*

**Section 3.03 HVAC; Fire Protection System.** Tenant shall have the right to use the existing heating, air-conditioning, and ventilation equipment in the Premises, if any. All such equipment shall be maintained, repaired, and replaced, as necessary, by Landlord at its sole expense and shall be surrendered by Tenant to Landlord at the end of the Term together with the Premises. Landlord makes no representation or warranty as to the condition or capacity of such equipment other than that such equipment is in good working order.

**Section 3.04      Cleaning.** Tenant, at its expense, shall keep the Premises clean and in good order to the reasonable satisfaction of Landlord and Landlord shall pay for all garbage removal as incurred. Tenant shall store all rubbish and refuse in locations and in a manner as may be designated by Landlord from time to time. Landlord shall arrange for the removal of garbage and other refuse.

**Section 3.05      Care of Premises; Repairs.** Tenant shall maintain and repair the Premises during the Term and preserve same in the condition delivered to Tenant on the Commencement date, normal wear and tear excepted and shall make all repairs and replacements to the interior of the Premises; provided, however, that Landlord shall make repairs to the following structural items: the roof, exterior walls, concrete floors, pavement and supporting columns, as and when necessary in order to preserve the Premises in good working order and condition in accordance with the terms and provisions of this Lease. Landlord agrees to keep and maintain in good working order and condition the waste and sewer systems, fire protection sprinkler system, plumbing, air-conditioning, electrical and heating and ventilating systems and equipment in and/or servicing the Premises. Landlord's obligation shall be to keep the following structural items in good repair: the roof, exterior walls, concrete floors, pavement and supporting columns of the Building. In addition, Landlord shall repair or replace, at Tenant's expense, any damage done to the Building or any part thereof caused by Tenant or Tenant's agents, employees, contractors, invitees or visitors. Upon the expiration of the Term or other termination of this Lease, Tenant shall peaceably surrender to Landlord the Premises, broom clean, in the same condition as existed on the Commencement Date, excepting only ordinary wear and tear. Any property of Tenant not removed at or prior to the Expiration Date or prior termination of this Lease shall, at Landlord's election, be deemed abandoned, and shall become the property of the Landlord.

**Section 3.06      Compliance with Law.**

(A) Tenant's obligations under this section 3.06 are limited solely to conditions caused by Tenant during its occupancy of the Premises. Under no circumstances shall Tenant be liable

for conditions or events at the Premises which predated Tenant's occupancy, or for conditions or events which Tenant did not directly cause. Tenant, at its expense, shall comply with all laws, orders and regulations of any governmental authorities and with any directive of any public officer which shall impose any violation, order, or duty upon Landlord or Tenant with respect to the Premises or the use or occupancy thereof including, without limitation, any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating to the environment, health, safety or any substances, materials or wastes regulated by any governmental authority or deemed or defined as a "hazardous substance," "hazardous material," "toxic substance," "toxic pollutant," "contaminant," "pollutant," "solid waste," "hazardous waste" or words of similar import under applicable laws and regulations of the United States, the state in which the property is located and the political subdivisions thereof having jurisdiction over the property, including, without limitation, oil and petroleum products, natural or synthetic gas, asbestos in any form, urea, formaldehyde and radon gas (collectively, "Hazardous Materials").

(B) Tenant shall provide Landlord with copies of all communications and related materials regarding the Premises with any (i) governmental agency relating to any law, statute, rule, regulation, article, code, policy or rule of common law, and any judicial interpretation thereof relating to Hazardous Materials (collectively, "Environmental Laws") or (ii) person with respect to any claim relating in any way to any Environmental Law (each, an "Environmental Claim"). Landlord or its agents may perform an environmental inspection of the Premises at Landlord's expense at any time during the Term, the costs of which shall be borne by Tenant if such environmental inspection discloses that Tenant is in violation of its obligations under this Section.

(C) At any time and from time to time during the Term, Landlord may perform, at Landlord's sole cost and expense, an environmental site assessment report concerning the Premises, prepared by an environmental consulting firm chosen by Landlord, indicating the presence or absence of Hazardous Materials caused or permitted by Tenant and the potential cost of any compliance, removal, or remedial action in connection with any such Hazardous Materials on the Premises. Tenant shall grant and hereby grants to Landlord and its agents access to the Premises and specifically grants Landlord an irrevocable nonexclusive license to undertake such an assessment.

(D) Tenant agrees to defend, indemnify, and hold harmless the Indemnitees as defined herein from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (including consequential and punitive damages) costs and expenses (including attorney's and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on, or asserted against such Indemnitees directly or indirectly based on, or arising or resulting from (a) the actual or alleged presence of Hazardous Materials on the Premises or in the Building which is caused or permitted by Tenant and (b) any Environmental claim relating in any way to Tenant's operation or use of the Premises or the Building. The provisions of this Subsection (D) shall survive the expiration or sooner termination of this Lease.

(E) Tenant shall not do or permit to be done any act or thing in, on or about the Premises or

store anything therein which will in any way increase the existing rate of, or adversely affect, or cause a cancellation of, any fire or other insurance policies covering the property or any of its contents. In, addition, Tenant shall pay or cause to be paid before delinquency, any and all taxes levied or assessed and payable during the Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and other personal property located in the Premises. If at any time during the Term of this Lease any Superintendent of Insurance, or any other insurance authority or insurance company imposes a penalty or surcharge on Landlord's fire insurance premiums by reason of Tenant's placement or use of storage racks or bins, method of storage or the nature of Tenant's inventory, Tenant agrees to pay, as Additional Rent, the amount of such increase on demand, and shall modify the placement of Tenant's inventory as required by Superintendent of Insurance or any such insurance authority or insurance company.

**Section 3.07      Tenant's Insurance.**

(A) Tenant shall procure and maintain throughout the Term of this Lease, at its expense, comprehensive general liability insurance providing coverage for bodily injury (including death) and property damage and products liability insurance, as necessary. This policy shall contain a broad form contractual liability endorsement insuring Tenant's obligations hereunder (A) hereof with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence, or such greater amounts as Landlord may require. Tenant shall also procure fire and extended coverage insurance covering Tenant's personal property, fixtures, equipment and improvements, in an amount equal to the replacement value of the same and containing the waiver of subrogation required in section 6.03 of this Lease, state worker's compensation and employer's liability insurance and such other insurance as Landlord may reasonably require from time to time.

(B) All of the foregoing insurance policies (with the exception of worker's compensation insurance to the extent not available, under statutory law) shall name Landlord, any holder of a Mortgage and such other parties as Landlord shall designate as an additional insured as their respective interests may appear, and shall provide that any loss shall be payable to Landlord and any other additional insured parties as their respective interests may appear. All insurance required hereunder shall be placed with companies which are rated A:XI or better by Best's Insurance Guide and licensed to do business in the state in which the property is located and written as primary policies, with any other policies, including Landlord's policy, serving as excess coverage. Tenant shall deliver duplicate original copies of all such policies and all endorsements thereto, prior to the Commencement Date, or, in the case of renewals thereto, fifteen (15) days prior to the expiration of the prior insurance policy, together with evidence that such policies are fully paid for, and that no change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to Landlord. If Tenant shall fail at any time to procure and/or maintain the insurance required herein, Landlord may procure such insurance on Tenant's behalf and the cost thereof shall be payable, upon demand, as Additional Rent.

**Section 3.08      Tenant's Indemnification.**

(A) Tenant shall indemnify, defend, and hold harmless Landlord and its officers, directors, employees, attorneys, and agents (collectively, the "Indemnitees") from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages



(including consequential and punitive damages) arising from Tenant's use of the Premises or from the conduct of its business or from any acts permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold harmless the Indemnitees from and against any and all claims arising from any breach in Tenant's performance under this Lease, or arising from any act, omission, or negligence of willful or criminal misconduct of Tenant, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, attorneys' fees, and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding in any way related to this Lease. Upon notice from Landlord, Tenant shall defend any such claim, demand, cause of action, or suit at Tenant's expense by counsel satisfactory to Landlord. As a material part of the consideration to Landlord for this Lease, Tenant hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause within Tenant's control. Tenant shall give immediate notice to Landlord in case of casualty or accidents in the Premises. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(B) All personal property of Tenant, including goods, wares, merchandise, inventory, trade fixtures, and other personal property of Tenant, shall be stored at the sole risk of Tenant. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the property or from the pipes, appliances, or plumbing works therein, or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor, or guest of any such tenant, except personal injury caused by or due to the gross negligence or willful or criminal misconduct of Landlord. In addition, Landlord or its agents shall not be liable for (i) interference with the electrical service, ventilation, or for any latent defect in the Premises, (ii) any loss or damage for which Tenant is required to insure, or (iii) any loss or damage resulting from any construction, Alterations or repair required or permitted to be performed by Tenant under this Lease.

### **Section 3.09      Personal Property Taxes and Rental Taxes.**

(A) Tenant shall pay or cause to be paid before delinquency, any and all taxes levied or assessed, **(including the State of Florida mandated lease fee which is presently 6.5%)** and payable during the Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and other personal property located in the Premises.

(B) Tenant shall pay any and all sales, excise, and other taxes (excluding Landlord's income taxes) levied, imposed, or assessed by the United States of American, the State of Florida, or any political subdivision thereof or other taxing authority upon the Base Rent or any Additional Rent payable hereunder. **Landlord shall be solely responsible for real estate taxes levied against the property.**

**Section 3.10      Security Deposit.** Concurrently with the execution of this Lease, Tenant has deposited with Landlord the Security Deposit as security for the payment by Tenant of all Base

Rent and any Additional Rent and for the faithful performance of all the terms, covenants, and conditions hereof. Landlord shall not be required to segregate the Security Deposit from other funds of Landlord or pay interest thereon, unless required by applicable law. If, at any time during the Term, Tenant does not fulfill any of its obligations under this Lease, Landlord shall have the right to use all or part of the Security Deposit to satisfy such obligations. If any portion of the Security Deposit is used, applied, or retained by Landlord as herein permitted, then within five (5) days after written demand therefore, Tenant shall deposit with Landlord an amount sufficient to restore the Security Deposit to its original or adjusted amount. If Tenant fully performs every term, covenant, condition and obligation of this Lease during the Term, the Security Deposit (or any balance thereof), without interest, shall be returned to Tenant after the expiration of the Term. Landlord may deliver the Security Deposit to any purchaser of Landlord's interest in the Premises if such interest is sold, in which event Landlord shall be discharged from any further liability with respect to the Security Deposit. The Security Deposit shall not be construed as liquidated damages, and if Landlord's claims hereunder exceed the Security Deposit, Tenant shall remain liable for the balance of such claims.

**Section 3.11**      **Signs.** Tenant shall not place or permit to be placed any signs upon (i) the roof of the property without Landlord's prior written approval which approval shall not be unreasonably withheld or delayed provided any proposed sign is placed only in those locations as may be designated by Landlord. Upon request of Landlord, Tenant shall immediately remove any sign, advertising material or lettering which Tenant has placed or permitted to be placed upon the exterior or interior surface of any door or window or at any point inside the Premises, on the exterior of the property if required in connection with any cleaning, maintenance, or repairs to the property or which in Landlord's reasonable opinion, is of such a nature as to not be in keeping with the standards of the property and if Tenant fails to do so, Landlord may without liability remove the same at Tenant's expense. Tenant shall comply with such regulations as may from time to time be promulgated by Landlord governing signs, advertising material, or lettering. Subject to the provisions of this Lease, Tenant will provide standard exterior signage at Tenant's sole cost. Exterior signage/building identity will be consistent with Polk County Zoning Ordinances and also the City of Mulberry, Florida.

## **ARTICLE 4**

### **Landlord's Covenants and Rights**

**Section 4.01**      **Quiet Enjoyment and Subordination.**

(A) Landlord covenants and agrees that, upon performance by Tenant of all of the terms, covenants, obligations, conditions, and provisions hereof on Tenant's part to be kept and performed, Tenant shall have, hold, and enjoy the Premises, subject and subordinate to the terms and conditions of this Lease.

(B) This Lease is subject and subordinate to any reciprocal easement agreements or any other easements (each, an "Easement"); all ground or underlying leases (each, a "Superior Lease"); any

mortgage, deed of trust, or deed to secure debt (each, a "Mortgage"); and to any renewals, modifications, increases, extensions, replacements, and substitutions of any thereof now or hereafter affecting the Premises. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant shall execute and deliver, upon request, such further instrument(s) in recordable form confirming this subordination as may be requested by Landlord, or the holder of any Mortgage or the lessor under any Superior Lease. Notwithstanding anything to the contrary contained herein, at the option of the holder of any Mortgage, this Lease shall be made superior to such Mortgage by the insertion therein of a declaration that this Lease is superior. In connection therewith, Landlord shall cause to be delivered to Tenant a subordination, non-disturbance, and attornment agreement ("SNDA") in a form reasonably satisfactory to Tenant, duly executed by any such mortgagee, obligating such mortgagee or any successor to the mortgagee to be bound by this Lease and by all of Tenant's rights under this Lease, provided Tenant is not in default beyond any applicable cure period under the terms of this Lease.

(C) Tenant agrees that Landlord may assign the rents and its interest in this Lease to the holder of any Mortgage. In the event of such an assignment, Tenant shall give the holder of such Mortgage a copy of any request for performance by Landlord or any notice of default by Landlord, and, in the event Landlord fails to cure any such default, Tenant shall give such holder a reasonable period, commencing on the last day on which Landlord could cure such default, in which to cure same.

#### **Section 4.02      Alterations and Entry by Landlord.**

(A) Landlord may from time to time: (i) make repairs, replacements, changes, or additions to the structure, systems, facilities, and equipment in the Premises. Landlord, its agents, and representatives shall have the right to enter the Premises at all reasonable times for any purpose permitted hereunder, including, but not limited to, showing the Premises to prospective tenants, purchasers, or mortgagees, accompanied by an agent of Tenant if Tenant so desires; provided, however, at any time in case of any emergency, Landlord, its agents and representatives shall have the right to enter the Premises without the Tenant's agent present. Tenant shall give Landlord a key for all of the doors of the Premises which Landlord agrees to use for emergency purposes only.

(B) In performing its covenants under this Article 5, Landlord shall use reasonable efforts to minimize interference with the conduct of Tenant's business in connection with the performance by Landlord of any work or the provision of any services required or permitted hereunder, but Landlord shall not be required to use overtime or premium time labor.

**Section 4.03      Landlord's Right to Cure.** All agreements, covenants, and conditions to be performed by Tenant under this Lease shall be at Tenant's expense and without any abatement of Base Rent or any Additional Rent. If Tenant shall fail to perform any act or to pay any sum of money (other than Base Rent) required of Tenant hereunder, then Landlord may, without waiving or releasing Tenant from any of its obligations hereunder, make such payment or perform such act on behalf of Tenant. All sums paid and all costs incurred by Landlord in taking such action shall be deemed Additional Rent and shall be paid to Landlord on demand.

## ARTICLE 5

### Eminent Domain, Casualty

#### Section 5.01 Eminent Domain.

(A) If, during the Term, all of the Premises shall be taken (or temporarily taken for a period of one (1) year or more) by a public authority under any statute or by right of eminent domain, or purchased under threat of such taking, this Lease shall automatically terminate on the date on which the condemning authority takes possession of the Premises ("Date of Such Taking"). Notwithstanding the foregoing, if more than one-third (1/3) of the number of rentable square feet in the Premises is so taken or purchased, Tenant shall have the right to terminate this Lease by giving Landlord notice no later than thirty (30) days after the Date of Such Taking, and thereupon this Lease shall terminate on the last day of the month following the month in which notice is given. In both of such events, Tenant shall have no claim for the value of any unexpired Term of this Lease.

(B) If, during the Term, part of the property is so taken or purchased, and if, in Landlord's opinion, substantial alteration of the property is necessary or desirable as a result thereof, whether or not the Premises are affected, Landlord shall have the right to terminate this Lease by giving Tenant at least thirty (30) days' written notice of such termination, and thereupon this Lease shall terminate on the date set forth in such notice.

(C) If a portion of the Premises is so taken, and no rights of termination herein conferred are timely exercised, the Term of this Lease shall expire with respect to the portion so taken on the Date of Such Taking. Landlord shall restore and re-demise the Premises to the extent required to exclude from the Premises that portion so taken; provided, however, that Landlord's obligation to restore and re-demise the remainder of the Premises shall be limited to the funds available to Landlord from the condemnation award or other consideration paid for the affected portion of the Premises. In no event shall Landlord be obligated to replace or restore any improvements to the Premises or alterations thereof installed therein by or on behalf of Tenant, nor shall Landlord be obligated to replace, repair, or restore Tenant's leasehold improvements, personal property, furniture, fixtures, equipment, or the like. Upon any such taking, Landlord shall be entitled to receive and retain the entire award or consideration for the affected portion of the property, and Tenant shall not have any claim against Landlord for the value of its property or its leasehold estate or the unexpired Term of the Lease, or for costs of removal or relocation, or business interruption expense or any other damages arising out of such taking.

(D) If all or any portion of the Premises shall be condemned or taken for governmental occupancy for a period of less than one year, this Lease shall continue in full force and effect and Tenant shall continue to pay in full all Base Rent and any Additional Rent herein reserved, without reduction or abatement.

#### Section 5.02 Damage by Fire or Other Casualty.

(A) If the Premises shall be partially damaged by fire or other casualty, then the damage shall be repaired by Landlord, except as otherwise provided herein, from the insurance proceeds actually paid to Landlord. In such event, the Base Rent and Additional Rent due hereunder shall be equitably abated in the proportion which the part of the Premise not usable by Tenant bears, to the entire. Premises until the damage is repaired by Landlord as required hereunder. Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

(B) If the Premises, are substantially damaged and deemed by Tenant to be unusable. Tenant shall report such damage to Landlord, and the Term shall immediately expire.

**Section 5.03      Subrogation.** Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against one another and their officers, agents, and employees for any damage to real or personal property, including resulting loss of use, interruption of business, and other expenses occurring as a result of the use or occupancy of the Premises to the extent of insurance coverage which would be included in a standard "all-risk" or special form policy of property insurance. Landlord and Tenant agree that all policies of insurance shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the other, and, unless the policies permit waiver of subrogation without notice to the insurer, each shall notify its insurance companies of the existence of the waiver and indemnity provisions set forth in this Lease.

**Section 5.04      Radon Gas Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

## ARTICLE 6

### Events of Default, Remedies

**Section 6.01      Events of Default.** In addition to any other event specified in this Lease as an event of default, the occurrence of any one or more of the following events during the Term (each, individually, an "Event of Default" and collectively, "Events of Default") shall constitute a breach of this Lease by Tenant and Landlord may exercise the rights set forth herein of this Lease or as otherwise provided at law or in equity: (1) Tenant shall fail to pay any sum payable to Landlord hereunder within five (5) days after the same shall become due and payable; or (2) Tenant fails to perform any of the other covenants, agreements, terms, or conditions of this Lease to be performed by Tenant (other than any default curable by the payment of money), and, unless expressly provided elsewhere in this Lease that no notice and/or opportunity to cure such default is to be afforded Tenant, such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, Tenant fails to commence such cure promptly within such thirty (30)

day period and thereafter diligently prosecute such cure to completion, unless expressly provided elsewhere in this Lease that no notice and/or opportunity to cure is to be afforded Tenant with respect to any given default or breach; or (3) Tenant or any guarantor of Tenant's obligations hereunder ("Guarantor") shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent within the meaning of the United States Bankruptcy Code, as amended (the "Code"), or shall file any petition or answer seeking any reorganization, composition, readjustment, or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, liquidator, or other Custodian for any substantial part of Tenant's properties or any part of the Premises; or (4) any Guarantor of this Lease shall default beyond any applicable notice and/or grace period under such guaranty; or (5) the Premises shall be effectively abandoned by Tenant for a period of thirty (30) days.

#### **Section 6.02      Remedies upon Default.**

(A) Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever, in addition to, or in lieu of, any and all remedies available to Landlord under the laws of the state in which the property is located:

(1) Landlord may give Tenant written notice of its election to terminate this Lease, effective on the date specified therein, whereupon Tenant's right to possession of the Premises shall cease and this Lease, except as to Tenant's liability determined in accordance herein below, shall be terminated.

(2) Landlord and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise and may repossess same as Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, without being deemed guilty in any manner of trespass, and without prejudice to any remedies for arrears of rent or Tenant's breach of covenants or conditions.

(3) Should Landlord elect to re-enter as provided hereinabove or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms and conditions as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefore without affecting any liability of Tenant under this Lease. Landlord shall have no obligation to re-let the Premises and shall in no event be liable for failure to re-let the Premises or, in the event of any such re-letting, for refusal or failure to collect any rent due upon such re-letting, and no such refusal or failure shall affect any liability of Tenant under this Lease. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible

entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry and/or re-letting to exercise its right to terminate this Lease by giving Tenant written notice thereof.

(B) Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to reenter or repossess the Premises, or to restore the operation of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any expiration or termination of this Lease and the Term, whether such dispossession, reentry, expiration, or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "reenter," reentry," and "reentered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant, or condition of this Lease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if reentry, summary proceedings and other special remedies were not provided in this Lease for such breach.

(C) (1) If this Lease is terminated, Tenant shall remain liable to Landlord for damages in an amount equal to the Base Rent and any Additional Rent due hereunder as of the date of termination of this Lease plus the Base Rent and any Additional Rent which would have been owing by Tenant hereunder for the balance of the Term (collectively, the "Aggregate Gross Rent") had this Lease not been, terminated, less the net proceeds, if any, received as a result of any re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such re-letting (collectively, the "Re-letting Costs"). Landlord shall be entitled to collect Base Rent, any Additional Rent and all other damages from Tenant monthly on the days on which Base Rent and any Additional Rent would have been payable hereunder if this Lease had not been terminated. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord shall be entitled to recover forthwith against Tenant, as liquidated damages and not as a penalty, the then value of the Aggregate Gross Rent and Re-letting Costs less the aggregate rental value of the Premises for what otherwise would have been the unexpired balance of the Term. If Landlord shall re-let the Premises for the period which otherwise would have constituted the unexpired portion of the Term (or any part thereof), the amount of rent and other sums payable by the tenant there under shall be deemed prima facie to the rental value for the Premises (or the portion thereof so re-let) for the term of such re-letting. Tenant shall in no event be entitled to any rents collected or payable in respect of any re-letting, whether or not such rents shall exceed the Base Rent and any Additional Rent reserved in this Lease.

(2) In the event Landlord does not elect to terminate this Lease, but takes possession, Tenant shall pay to Landlord the Base Rent and any Additional Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds received by Landlord, if any, of any re-letting of the Premises by Landlord after deducting the Re-



letting Costs to the extent not paid to Landlord pursuant to the following sentence. Tenant shall pay rent and all other sums due to Landlord, monthly, on the days on which Base Rent would have been payable hereunder if possession had not been retaken.

(D) This Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the Base Rent and any Additional Rent, as the same become due under this Lease.

**Section 6.03      Landlord's Lien and Security Interest.**

(A) In addition to the statutory "Landlord's Lien," if any, to secure payment of all rentals and other sums of money becoming due hereunder from Tenant and to secure payment of any damages or loss which Landlord may suffer by reason of a breach by Tenant hereunder, Tenant hereby grants to Landlord a valid security interest in all property of Tenant presently or hereafter situated in or about the Premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Base Rent and any Additional Rent then due to Landlord hereunder shall first have been paid and discharged and all the terms, covenants, and conditions hereof have been fully performed by Tenant. The provisions of this Section, except as provided by the statutory "Landlord's Lien," if any, shall constitute a security agreement under the Uniform Commercial Code, as amended from time to time (the "UCC"), and Tenant agrees to execute as debtor such financing statement or statements as Landlord may now or hereafter reasonably request in order that such security interest(s) may be protected pursuant to the UCC.

**ARTICLE 7**

**Miscellaneous Provisions**

**Section 7.01      Administrative Service Charges.** Tenant acknowledges that any failure by it to timely pay any of its obligations hereunder will result in and cause monetary loss to Landlord, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, in addition to any other rights and remedies provided Landlord, any and all payments which remain unpaid for ten (10) days after the respective due date, will be subject to an administrative service charge of five percent (5%) of the total overdue amount. The parties agree that this charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment by Tenant.

**Section 7.02      Late Charges.** In addition to the administrative service charge described in Section 8.01, all amounts which shall remain unpaid for five (5) days after their respective due dates shall bear interest from the due date, at the lesser of (i) the prime rate or (ii) the maximum legal rate of interest allowed by the state in which the property is located.

**Section 7.03      Holding Over.** If Tenant remains in possession of the Premises after the expiration or other termination of the Term, then, at Landlord's option, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant only, at a monthly rental equal to one and one-half (1 ½) times the sum of the Base Rent and any Additional Rent payable hereunder during

the last month of the Term. Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all claims, losses, and liabilities for damages resulting from failure to surrender possession upon the Expiration Date or sooner end of the Term, and such obligations shall survive the expiration or sooner termination of this Lease.

**Section 7.04      Notices.** Any and all notices required or which either party herein may desire to give to the other (each, a "Notice") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, and shall be deemed to be given on the third (3rd) business day after the date of posting in a United States Post Office or one day after delivery to the overnight courier, and shall be delivered to Tenant's Notice Address or Landlord's Notice Address, as appropriate. The parties agree that copies of all Notices to be delivered to Landlord and Tenant hereunder shall be simultaneously delivered to the specified addresses for copies set forth herein, respectively, if any. Either party may designate a different address or addresses for communications intended for it. Anything contained herein to the contrary notwithstanding any bills or invoices for Base Rent, any Additional Rent, or any Landlord's Operating Statement may be given by hand or by mail (which need not be registered or certified) and, if so given, shall be deemed given on the date of delivery or refusal, if by hand, or on the third (3<sup>rd</sup>) business day following the date of posting, if mailed. Landlord may act through its managing agent for the Building or through any other person who may from time to time be designated by Landlord in writing.

**Section 7.05      Authority of Tenant.**

(A) If Tenant is a corporation, partnership, limited liability company, joint venture, or unincorporated association, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that this Lease is binding upon such entity in accordance with its terms. If this Lease is executed by more than one tenant, Tenant's obligations hereunder shall be the joint and several obligations of each tenant executing this Lease.

(B) Nothing contained in this Lease shall create any relationship between the parties hereto other than that of Landlord and Tenant, and Landlord shall not be deemed to be a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

**Section 7.06      Brokerage.** Tenant represents and warrants that it has dealt only with Broker and/or with Landlord and its direct employees, and no other broker or agent, in connection with the negotiation or execution of this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against any and all damage, loss, cost, or expense including, without limitation, all attorneys' fees and disbursements incurred by reason of any claim of or liability to any other broker or other person for commissions or other compensation or charges with respect to the negotiation, execution, and delivery of this Lease, and such obligations shall survive the expiration or sooner termination of this Lease.

**Section 7.07      Definition of Landlord.** The term "Landlord" as used in this Lease shall mean only the owner of the Building, or the tenant under a Superior Lease. In the event of any transfer of title to or lease of the Building, the transferor shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder without further agreement between the parties or their successors in interest and Tenant shall look solely to the successor in interest of the transferor as Landlord under this Lease. This Lease shall not be affected by such transfer or lease, and Tenant agrees to attorn to the transferee or assignee, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease.

**Section 7.08      Entire Agreement.**

(A) Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties except those expressed in this Lease; and that this Lease contains the entire agreement of the parties. No amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed and delivered by Landlord and Tenant. Except as otherwise specifically provided herein, the terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators, and assigns of each of the parties hereto.

(B) The submission of this document for examination and review does not constitute an option, an offer to lease space, or an agreement to lease space. This document shall have no binding effect on the parties hereto unless and until executed and delivered, by both Landlord and Tenant and will be effective only upon Landlord's execution and delivery of same. Except as expressly contained herein, (i) neither Landlord nor Landlord's agent or attorneys have made representations, warranties, or promises with respect to the Premises, or this Lease; (ii) Tenant has inspected the Premises and agrees to take same in its "as-is" condition; and (iii) Landlord shall have no obligation to do any work in and to the Premises in order to prepare the Premises for occupancy and use by Tenant.

**Section 7.09      Force Majeure.** Any obligation which is delayed or not performed due to acts of God, strike, riot, shortages of labor or materials, war, governmental laws or action, or lack thereof, or any other causes of any kind whatsoever which are beyond Tenant's or Landlord's reasonable control, shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance.

**Section 7.10      No Setoff.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent, and Tenant shall not be entitled to any setoff, offset, abatement, or deduction of rent or other amounts due Landlord hereunder if Landlord fails to perform its obligations hereunder. In no event shall Landlord, any holder of a Mortgage and/or lessor under a Superior Lease be responsible for any consequential damages incurred by Tenant as a result of any default by Landlord.

**Section 7.11      Interpretation.**

(A) Any remedy or election given pursuant to any provision in this Lease shall be cumulative with all other remedies at law or in equity unless otherwise specifically provided herein.

(B) This Lease shall be construed in accordance with the laws of the state in which the property is located. Unless herein waived, Landlord and Tenant acknowledge that all of the applicable statutes of such state are superimposed on the rights, duties, and obligations of Landlord and Tenant hereunder.

(C) Landlord and Tenant each acknowledge and warrant that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. This Lease is the result of negotiations between the parties and their respective attorneys and shall be construed in an even and fair manner, regardless of the party who drafted this Lease.

(D) In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum of money or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

(E) If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Lease shall be valid and enforced to the fullest extent permitted by law.

**Section 7.12      Limitation of Landlord's Liability.** Notwithstanding anything to the contrary provided in this Lease, neither Landlord, nor any general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of Landlord, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach or default with respect to its obligations or otherwise, Tenant shall look solely to Landlord's interest in the Building for the satisfaction of Tenant's remedies.

**Section 7.13      Short Form Lease.** Tenant shall not record this Lease or a memorandum hereof without the prior written consent of Landlord. Upon Landlord's request, Tenant agrees to execute and acknowledge a short form lease in recordable form which is satisfactory to Landlord. Further, upon Landlord's request, Tenant agrees to execute and acknowledge a termination of lease in recordable form upon the Expiration Date or sooner termination of the Term.

**Section 7.14      Mortgagee Requirements and Estoppel.**

(A) If any present or prospective holder of a Mortgage shall require a change or changes in this Lease as a condition of its approval of this Lease, and if within thirty (30) days after notice from

Landlord Tenant fails or refuses to execute the amendment or amendments of this Lease effecting such change or changes as are stated by Landlord to be necessary to secure the approval of such present or prospective holder of a Mortgage, Landlord shall have the right to cancel this Lease at any time prior to the Commencement Date.

(B) At any time and from time to time upon written request by Landlord, Tenant hereby agrees to deliver within ten (10) days after request, a certificate to Landlord or to any present or proposed mortgagee, lessor under a Superior Lease or purchaser, in the form supplied, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modification), that there are no defenses or offsets thereto (or stating those claimed by Tenant), the dates to which Base Rent and Additional Rent have been paid and as to any other information reasonably requested by the same.

**Section 7.15** **No Waiver.** The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

**Section 7.16** **No Merger.** The voluntary or other surrender of possession of the Premises by Tenant, or a mutual cancellation of this Lease, shall not result in a merger of Landlord's and Tenant's estates, and shall, at the option of Landlord, either terminate any or all existing subleases or subtenancies, or operate as an assignment to Landlord of any or all of such subleases or subtenancies.

**Section 7.17** **Attorney's Fees.** In the event of any action or proceeding brought by Landlord against Tenant under this Lease, Landlord shall be entitled to recover court costs and the fees and disbursements of its attorneys in such action or proceeding (whether at the administrative, trial, or appellate levels) in such amount as the court or administrative body may judge reasonable.

**Section 7.19** **JURY TRIAL AND COUNTERCLAIM WAIVER.** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ANY ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written

TENANT: Keystone Civil Inc

By: Joy Christiano dotloop verified  
01/15/21 2:39 PM EST  
PUAO-VLIQ-VPFO-ALKD

Name: Joy Christiano

Title: PRESIDENT

Federal Tax I.D.: \_\_\_\_\_

LANDLORD: Macedonian Service Foundation Inc

By: Brant Lane dotloop verified  
01/15/21 3:15 PM EST  
A2HI-MJAL-DE1J-FZDV

Name: Brant Lane

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





RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 5

## Is the Firm a “Certified Woman or Minority Business Enterprise”?

**AECOM**

Delivering a better world



## TAB 5

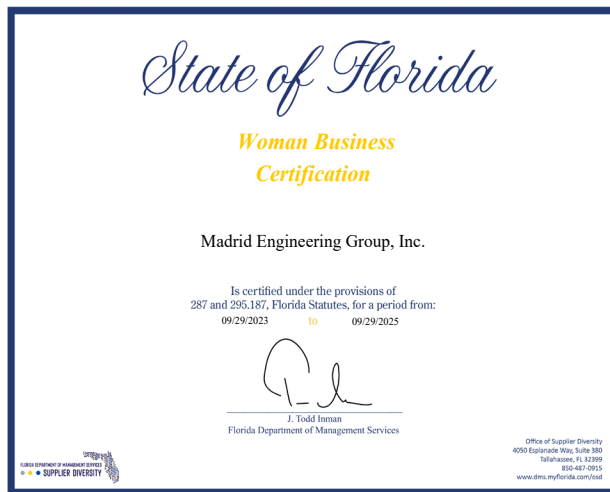
## IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?

AECOM is not a certified Woman or Minority Business Enterprise (W/MBE), but several of our subconsultants are certified. A central element of our firm's management strategy is designed to enhance opportunities for W/MBE organizations. We have consistently met our clients' subcontracting goals, and we hereby commit to meeting the goals that you established for this project.

For contracts such as this one for Polk County, we typically compose a streamlined team that includes only W/MBEs in disciplines that we feel sure will be needed. However, beyond that, we feel it is more prudent to augment our project teams with additional W/MBE

participants after the scope of work for a project has been fully defined. That way, we can carefully match the skills to specific tasks and can work in concert with the County in choosing the W/MBE firms for that project team.

**Three of the subconsultants we have named in Tab 3 are certified by the State of Florida Department of Management Services – Office of Supplier Diversity as an MBE firm and by the Florida Department of Transportation (FDOT) as a DBE firm.** These subconsultants include **Test Lab, Inc.**, **Quest Corporation of America, Inc.**, and **Madrid CPWG**. Proof of their certification is provided here.



## ANNIVERSARY DATE – Annually on 09/24

The Florida Department of Transportation (Department) has certified,

**TEST LAB INC**

under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

**DBE Certification does not expire.** It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: <http://www.3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering financial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email [DBECert.Help@dot.state.fl.us](mailto:DBECert.Help@dot.state.fl.us) with your questions or concerns. Thank you.

Samuel (Sammy) Febres  
DBE & Small Business Development Manager  
Equal Opportunity Office

## Florida UCP DBE Directory

Number of Vendors Returned: 1

## Selection Criteria:

Vendor : MADRID ENGINEERING GROUP INC DBA MADRID CPWG

|                       |  |                    |                |      |                         |  |  |  |
|-----------------------|--|--------------------|----------------|------|-------------------------|--|--|--|
| Vendor Name:          | MADRID ENGINEERING GROUP INC DBA MADRID CPWG                                 |                    |                |      |                         |  |  |  |
| DBE Certification:    | CERTIFIED  | MBE Certification: | ACDBE Status:  | N    | Statewide Availability: |  |  |  |
| DBA:                  | Former Name:   |                    |                |      |                         |  |  |  |
| Business Description: | GEOTECHNICAL ENGINEERING, DRILLING, CEI AND MATERIALS TESTING SERVICES       |                    |                |      |                         |  |  |  |
| Mailing Address:      | 3918 N HIGHLAND AVE<br>TAMPA FL 33603  |                    |                |      |                         |  |  |  |
| Contact Name:         | SHELIA TARTE   | Phone:             | (813) 382-3460 | Fax: |                         |  |  |  |
| Email:                | <a href="mailto:SHELIA.TARTE@MADRIDCPWG.COM">SHELIA.TARTE@MADRIDCPWG.COM</a> | Web Site:          |                |      |                         |  |  |  |
| Certified NAICS       | Administrative Management and General Management Consulting Services         |                    |                |      |                         |  |  |  |
| 541611                |  |                    |                |      |                         |  |  |  |



RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 6

## Interaction with Contractor for Claims Minimization

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## TAB 6

## INTERACTION WITH CONTRACTOR FOR CLAIMS MINIMIZATION

Requests for additional compensation and time claims frequently occur on construction projects. AECOM addresses both contractor requests and claims using a structured three-step process.

- **First step** involves being proactive by anticipating and addressing potential issues before they arise. This proactive approach includes a meticulous review of contract documents, comprehensive progress meetings, and thorough investigations of existing site conditions. Our team excels in this proactive strategy, earning appreciation from both clients and contractors.
- **Second step** focuses on understanding the underlying reasons for the issue. While contractors often identify what is wrong, they may not fully investigate why the issue occurred. Our staff takes a broader perspective to identify the events leading to the current condition, which is crucial for determining responsibility for the issue. If the claim involves time, we engage our scheduling expert, **Brooke Bryington**, to analyze the CPM schedule and assess whether a time extension is justified. Brooke is included in all NOI acknowledgments to ensure awareness of the issues from the outset.
- **Third step** involves organizing all the collected information and preparing to present the findings to the client. We take pride in thoroughly analyzing information before sharing it and providing resolution options to our client, Polk County, along with our recommendations. We consider it our responsibility to present multiple resolution options, emphasizing the benefits and consequences of each, to ensure the best outcome for all stakeholders. This approach distinguishes AECOM from our competitors.

Our team leverages progress meetings as a strategic tool to assist in preventing claims on the project. During these meetings, we address all construction-related issues, including the construction schedule, contract time, contract payments, material testing, utilities, temporary traffic control, permit and/or National Pollutant Discharge Elimination System (NPDES) compliance, errors and omissions, and shop drawing/submittal issues. Following each meeting, we create an action item list with assigned due dates and distribute them via email to ensure the project continues to progress smoothly.

Efficient communications with the Contractor can go a long way to avoiding claims. We emphasize the following key principles to ensure we effectively convey project information to the contractor:

- 1) Maintain an open dialogue to encourage collaborative problem-solving.
- 2) Foster trust through teamwork;
- 3) Stay proactive by anticipating the contractor's progress and identifying issues early;

- 4) Deliver prompt responses and establish short yet achievable timelines for deliverables; and
- 5) Clearly document and track action items.

Our highly skilled team has extensive experience delivering CEI services for a wide range of clients on projects of varying complexity. Over the course of these projects, we have encountered numerous challenges and consistently applied innovative, “outside the box” thinking alongside standard construction methods and tools to resolve them. This proactive approach is critical to ensuring project success in terms of both time and cost, providing Polk County with the best opportunity to achieve a successful outcome for all stakeholders.

When a Notice of Intent (NOI) to claim is submitted, our team immediately shifts into high alert. We begin by acknowledging the NOI in accordance with the contract documents, ensuring the contractor has met their notification obligations. If the claim involves a utility owner, they are promptly informed. Our team closely monitors the situation, paying extra attention to field activities related to the NOI, which is documented in detail through the inspector's daily construction reports.

We address NOIs during progress meetings and require the contractor to submit all contractually required supporting documents in a timely manner, often including weekly records. These records are meticulously compared to AECOM's documentation and the contract terms, with any discrepancies being promptly addressed with the contractor. Our goal is to resolve NOIs efficiently, whether through agreed payment to the contractor or through written confirmation from the contractor formally withdrawing the NOI.

If the contractor decides to pursue the NOI and we determine there is no entitlement, the next step will involve the submission of a formal claim. We will ensure the claim is submitted in a timely manner and certified in accordance with the specification requirements. Our team will then thoroughly review the claim, referencing contract language to either support or deny each aspect of it. A formal response will be prepared and presented to the County for concurrence. Once concurrence is received, the response will be shared with the contractor, and we will await their next step, which may include rebuttals or a request for escalation. Fortunately, with AECOM's proactive and collaborative approach, issues rarely escalate to this stage.

AECOM always prioritize our client's best interests when managing claims. While we strive to be proactive and prevent claims whenever possible, we recognize that some situations are unavoidable. In such cases, our extensive expertise ensures Polk County has the best opportunity for a positive resolution.





RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 7

## Timely Completion of Projects

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## TAB 7

## TIMELY COMPLETION OF PROJECTS

## CURRENT AND FUTURE PROJECTED WORKLOAD

Our approach to Construction Engineering and Inspection (CEI) projects is designed to ensure timely completion without compromising quality or compliance. By leveraging advanced project management tools, proactive scheduling, and real-time communication, we maintain strict adherence to project timelines. Our experienced team collaborates closely with contractors and stakeholders to identify potential challenges early and implement effective solutions, minimizing delays. Through diligent oversight and efficient workflows, we are committed to delivering Thompson Nursery Road on time, on budget, while exceeding our client's expectations.

## CURRENT AND FUTURE PROJECT WORKLOAD

AECOM commits the availability of the key staff shown on our organization chart. Prior to selecting specific people for this contract, we examined their existing and projected workloads and confirmed their availability for commitment to you when his/her skills are required. We have determined that they have no obligations, whether present or future, that would prevent them from delivering the Thompson Nursery Road project. This team can fulfill every technical specialty that may be required, and our depth of additional talented staff gives us flexibility to support other specialty requirements that may arise. One of the advantages of being a large firm with great depth of resources is the ability to accept new projects while honoring our commitments to our existing ones.

The key staff assigned to this project bring extensive experience in addressing potential challenges and have a successful history of working together. Their expertise and continuity emphasize five key factors that deliver added value:

- Our Senior Project Engineer brings valuable dual experience, having worked both as a Contractor and in CEI roles. This unique perspective provides him with an in-depth understanding of potential contractor strategies and tactics, enabling proactive management to ensure fairness and project success.
- A project team that possesses the experience and expertise needed to successfully oversee the completion of the Thompson Nursery Road project.
- A project team that possesses the experience and expertise needed to successfully oversee the completion of the Thompson Nursery Road project.
- Our seasoned and proven project management team is adept at overseeing simultaneous tasks. This capability is essential for ensuring close coordination with various

agencies and organizations, while also offering hands-on supervision of technical and production work.

- Ample technical and production resources are available to complete work within the contractual time frames, or even faster if required.

Our expertise enables us to provide an additional layer of review for any subconsultant work while also anticipating potential challenges throughout the project. This foresight allows us to address issues proactively and develop solutions that minimize impacts on project schedules and budgets.

## HANDLING DAILY SCOPE OF SERVICES

## Contract Administration

Our team is committed to ensuring the Thompson Nursery Road project is executed in reasonable conformity with plans, specifications, and permits. We bring a comprehensive approach to contract administration to deliver projects on time, within budget, and to the satisfaction of all stakeholders. Our management excels in administering contracts, monitoring, inspecting, and documenting contractor work. We prioritize clear communication and coordination among all stakeholders, including the Engineer of Record (EOR), contractors, and client representatives. Our project management approach focuses on proactive issue resolution, ensuring that potential challenges are addressed promptly to prevent claims and delays.

AECOM employs robust controls to manage both budget and schedule effectively. Our Contract Support Specialists (CSS) monitor weekly progress, track expenditures, and forecast potential budget adjustments. We maintain a database of pay item data for transparency and ease of evaluation. Schedule control is achieved through daily observations, two-week look-ahead plans, and monthly updates to keep the project on track.

Our commitment to CEI services excellence is demonstrated by providing a team of qualified, experienced professionals dedicated to achieving project goals while maintaining the highest standards of quality, safety, and communication.

## Utility Relocations

Utility relocations often involve multiple stakeholders and tight timelines. Our team will coordinate with the different utility owners to understand their schedule and coordinate with the contractor to incorporate that in their overall project schedule. Our utility



coordinator, Brent Postma, will be actively involved in that process and will ensure coordination and communication is streamlined and effective.

Clear communication is essential for successful utility relocations. AECOM facilitates regular coordination meetings with utility owners, contractors, and project stakeholders to address issues and maintain alignment. We also provide public involvement support, ensuring that affected communities are informed about utility relocation activities and potential impacts.

Our expertise in utility relocations ensures these critical activities are completed efficiently, safely, and in alignment with project goals. Our proven methodologies, experienced team, and commitment to excellence allow us to take a proactive approach to utility relocations to minimize disruptions and mitigate potential risks.

## Inspection Services

AECOM is a global leader in providing high-quality inspection services for infrastructure projects. Our proactive, detail-oriented approach to inspection ensures projects are constructed in compliance with approved plans, specifications and regulatory requirements.

Our inspection staff provide clients with the highest level of quality assurance and oversight. They are proficient in monitoring and documenting all aspects of construction, including earthwork, paving, structures, utilities, and environmental compliance. They perform daily field inspections to verify that construction activities align with the approved plans and specifications; monitor contractor operations; measuring quantities; and ensuring compliance with safety protocols. Daily Work Reports are prepared to document progress, identify potential issues, and provide recommendations for corrective actions when necessary. Additionally, they will monitor environmental compliance as authorized in permits and regulations, minimizing the project's impact on natural resources and surrounding communities.

Our inspectors will maintain detailed records of construction activities, including photographic documentation, daily logs, and as-built drawings. This comprehensive documentation ensures transparency and accountability throughout the project lifecycle. Additionally, they will serve as our eyes and ears in the field, acting as the first line of defense for safety. They are fully empowered to speak up and take action whenever they observe any concerns. We embed safety into every facet of our operations, from conducting daily tailgate meetings to performing comprehensive safety audits. Our risk management strategies focus on the early identification and mitigation of potential issues, ensuring that our projects progress smoothly and safely.

## Materials Testing and Acceptance

Our inspection team works closely with certified materials testing laboratories to verify the quality of construction

materials. This includes testing for soil compaction, concrete strength, asphalt density, and other critical parameters. Our inspectors ensure that all materials meet project specifications and are installed correctly to maintain the integrity and durability of the infrastructure.

AECOM will ensure that only approved products meeting the APL and any specific county requirements are used on the project. We collaborate closely with contractors and suppliers, verifying compliance through thorough documentation, certification reviews, and inspection processes.

## Quality Assurance

Quality is at the core of AECOM's operations. Our Quality Assurance (QA) Program ensures that all technical and management functions meet the highest standards. This includes a project-specific QA Plan tailored to the contract's requirements, with regular reviews and audits to maintain compliance and enhance performance. Our QA processes are designed to "do it right the first time," minimizing rework and maximizing efficiency.

## SUCCESSFUL PROJECT DELIVERY

The success of any project hinges on a dedicated core team remaining actively engaged throughout its duration. We have assembled a strong team of qualified, experienced individuals capable of fulfilling all contract duties. AECOM strategically adjusts staffing levels to match the contractor's activity, increasing staff during peak times and reducing when activities slow. Our carefully selected staff possess the necessary experience and cross-trained skills to ensure additional coverage when needed. Karim Shalaby, PE, serves as the single point of contact, ensuring seamless communication and collaboration to drive project success. Polk County can easily reach Mr. Shalaby, who remains readily available no matter the time of day. Our team has a proven track record of working together on various projects for Polk County and are adept at keeping projects on schedule and within budget.

As clients increasingly adopt "e-Construction" practices, our team is well-versed in remote work within a fully electronic environment. We bridge any physical distance through comprehensive electronic construction record procedures, with inspectors using BlueBeam for as-builts and digital signatures for document approvals. Each team member is committed to building a collaborative partnership with the Contractor, maintaining the project schedule while upholding contract and quality standards to minimize the risk of frivolous claims. We prioritize face-to-face communication and open dialogue from the Kick-Off Meeting to the Closeout Meeting. Our team is flexible, adapting to partners' preferred communication methods without hesitation. **AECOM is dedicated to supporting Polk County under this contract by delivering a successful final project on time and within budget.**





RFP #25-308 Roads & Drainage Construction Engineering and Inspection Professional Services

# TAB 8

## Surveys of Past Performance

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**Survey Questionnaire – Polk County**  
**RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI)**  
**Professional Services**

To: Jay M. Jarvis, P.E. (Name of Person completing survey)  
Polk County (Name of Client Company/Consultant)  
 Phone Number: (863) 535-2200 Email: jayjarvis@polk-county.net  
 Total Annual Budget of Entity \$2,991,617,658

Subject: Past Performance Survey of Similar work:

Project name: CR 547 at Orchid Dr/Holly Hill Rd Intersection Improvements

Name of Vendor being surveyed: AECOM Technical Services, Inc.

Cost of Services: Original Cost: \$111,302.36 Ending Cost: \$111,186.00

Contract Start Date: 3/1/2023 Contract End Date: 9/29/2023

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

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

Printed Name of Evaluator

Signature of Evaluator:

Please fax or email the completed survey to: karim.shalaby@aecom.com

## Survey Questionnaire – Polk County

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

To: Jay M. Jarvis, P.E. (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863) 535-2200 Email: jayjarvis@polk-county.net

Total Annual Budget of Entity \$2,991,617,658

Subject: Past Performance Survey of Similar work:

Project name: US 27 @ Four Corners Blvd

Name of Vendor being surveyed: AECOM Technical Services, Inc.

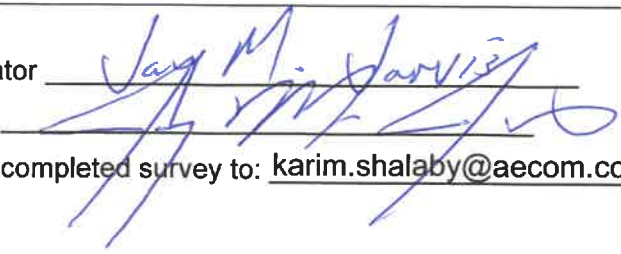
Cost of Services: Original Cost: \$75,619.50 Ending Cost: \$124,639.00

Contract Start Date: 11/21/2023 Contract End Date: 12/20/2024

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

| NO | CRITERIA   | UNIT   | SCORE |
|----|--|--------|-------|
| 1  | Ability to manage cost   | (1-10) | 10    |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) | 10    |
| 3  | Quality of workmanship   | (1-10) | 10    |
| 4  | Professionalism and ability to manage  | (1-10) | 10    |
| 5  | Close out process  | (1-10) | 10    |
| 6  | Ability to communicate with Client's staff                                       | (1-10) | 10    |
| 7  | Ability to resolve issues promptly   | (1-10) | 10    |
| 8  | Ability to follow protocol   | (1-10) | 10    |
| 9  | Ability to maintain proper documentation   | (1-10) | 10    |
| 10 | Appropriate application of technology  | (1-10) | 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: 

Please fax or email the completed survey to: karim.shalaby@aecom.com

## Survey Questionnaire – Polk County

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

To: James Hudock, PE (Name of Person completing survey)

Hillsborough County (Name of Client Company/Consultant)

Phone Number: 813.307.1827 Email: HudockJ@hcfl.com

Subject: Past Performance Survey of Similar work:

Project name: Miscellaneous CEI 2022

Name of Vendor being surveyed: AECOM Technical Services, Inc.

Cost of Services: Original Cost: \$3M Ending Cost: \$1.2M

Contract Start Date: 02/2023 Contract End Date: 03/2025

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 James E. Hudock

Signature of Evaluator: *James E. Hudock* 3/27/25

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

## About AECOM

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project lifecycle – from advisory, planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, new energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical and digital expertise, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm and its Professional Services business had revenue of \$13.1 billion in fiscal year 2022. See how we are delivering sustainable legacies for generations to come at [aecom.com](https://aecom.com) and [@AECOM](https://twitter.com/AECOM).



**EXHIBIT "B"**  
**PROFESSIONAL SERVICES FEE SCHEDULE**

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

| <b>Classification</b>                      | <b>Range of Direct Labor Rates</b> |          | <b>Range of Hourly Billing Rates</b> |          |
|--|------------------------------------|----------|--------------------------------------|----------|
| CEI Senior Project Engineer                | \$86.00                            | \$104.00 | \$218.00                             | \$264.00 |
| CEI Project Administrator/Project Engineer | \$56.00                            | \$75.00  | \$142.00                             | \$190.00 |
| CEI Assistant Project Administrator        | \$42.00                            | \$48.00  | \$107.00                             | \$122.00 |
| CEI Contract Support Specialist            | \$40.00                            | \$50.00  | \$102.00                             | \$127.00 |
| CEI Assistant Contract Support Specialist  | \$28.00                            | \$38.00  | \$71.00                              | \$97.00  |
| CEI Resident Compliance Specialist         | \$29.00                            | \$35.00  | \$74.00                              | \$89.00  |
| CEI Senior Inspector                       | \$34.00                            | \$49.00  | \$87.00                              | \$124.00 |
| CEI Inspector                              | \$25.00                            | \$33.00  | \$64.00                              | \$84.00  |
| CEI Senior Engineer Intern                 | \$40.00                            | \$49.00  | \$102.00                             | \$124.00 |
| CEI Engineer Intern                        | \$35.00                            | \$45.00  | \$89.00                              | \$114.00 |
| CEI Senior ITS Inspector                   | \$38.00                            | \$48.00  | \$97.00                              | \$122.00 |
| CEI ITS Inspector                          | \$29.00                            | \$34.00  | \$74.00                              | \$87.00  |
| CEI Inspector's Aide                       | \$21.00                            | \$26.00  | \$54.00                              | \$66.00  |
| CEI Administrative Assistant               | \$22.00                            | \$28.00  | \$56.00                              | \$71.00  |
| Senior Scheduler                           | \$55.00                            | \$76.00  | \$140.00                             | \$193.00 |
| Scheduler                                  | \$34.00                            | \$50.00  | \$87.00                              | \$127.00 |
| Senior Cost Estimator                      | \$55.00                            | \$85.00  | \$140.00                             | \$216.00 |
| Cost Estimator                             | \$40.00                            | \$60.00  | \$102.00                             | \$152.00 |



| Consultant LABOR MULTIPLIER CALCULATIONS |             |
|--|-------------|
| Direct Labor                             | 1.00        |
| Overhead/General/Administrative/Fringe   | 1.18        |
| Sub - Total                              | 2.18        |
| Profit (16%)                             | 0.35        |
| <b>Total Multiplier</b>                  | <b>2.53</b> |



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



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Fax: (863) 534-6789  
[www.polk-county.net](http://www.polk-county.net)

## **EXHIBIT C**

### **Board of County Commissioners**

#### **REIMBURSABLE COST SCHEDULE**

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