

## **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 MC Squared, LLC. (the “Consultant”) a Florida limited liability company, located at 5911 Breckenridge Parkway, Suite G, Tampa, Florida 33610, and whose Federal Employer Identification Number is: 90-0033880.

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

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

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

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

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

### **1.0 Term**

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

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

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

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

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

reimbursements.

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

### 3.2 Reimbursable

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

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

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

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

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

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



#### 4.0 **Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

#### 5.0 **Standard of Care**

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

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

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

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

#### 6.0 **Indemnification**

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

##### 6.2 Indemnification.

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

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

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

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

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

## 7.0 **Independent Contractor**

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

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

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

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

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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

**10.0 Compliance with Laws**

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

**11.0 Subcontracting**

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

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

**12.0 Federal and State Taxes**

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

**13.0 Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

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

**14.0 County's Responsibilities**

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

**15.0 Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

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

**17.0 Governing Law and Venue**

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

**18.0 Non-Discrimination**

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



19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

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

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

## **22.0 Modification**

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

## **23.0 Successors and Assigns**

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

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

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

## **24.0 Contingent Fees**

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

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

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

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

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

**26.0 Ownership of Documents**

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

**27.0 Access and Audits**

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

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

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

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

**28.0 Notice**

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

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

Attention: Director

As to Consultant: MC Squared  
5911 Breckenridge Parkway  
Suite G  
Tampa, FL 33610

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: MC Squared  
5911 Breckenridge Parkway  
Suite G  
Tampa, FL 33610

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: Nicholas S. Diorio

Name: Thomas Ali

Name: Winston Stewart

Name: Prashanth Vaddu

Name: Michael Wightman

Name: Marcelo Passos Ferreirs dos Reis

### 32.0. **Annual Appropriations**

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

### 33.0 **Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executed counterpart of the attached “AFFIDAVIT CERTIFICATION IMMIGRATION LAWS” form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)



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

**ATTEST:**

STACY M. BUTTERFIELD

Polk County, a political subdivision  
of the State of Florida

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

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

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

Review as to form and legal sufficiency

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

**ATTEST:**

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

Rachael Sadler  
[Print Name]

DATE: 10/10/2023

**SEAL**



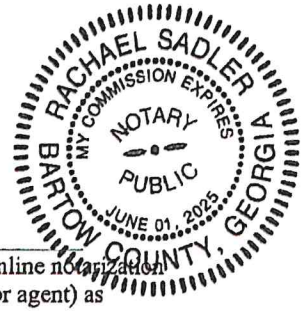
MC Squared, LLC.  
a Florida limited liability company

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

THOMAS ALI  
[Print Name]

PRESIDENT  
[Title]

DATE: 10/10/23



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Georgia County OF Cobb  
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization  
this 10/10/2023 (Date) by Thomas A. (Name of officer or agent) as  
Pres. and CEO (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 10/10/2023 (Date) \_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
Rachael Sadler (Name of Notary typed, printed or stamped)  
Commission Number NA Commission Expiration Date 06/01/2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

# Exhibit A

## RFP NOTICE

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

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

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

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

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

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

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

## RFP REGISTRATION

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

RFP Number: 23-328

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

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

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

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

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

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

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

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

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

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

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

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

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

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

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

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

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

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

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

***Electronic Proposals Submittal:***

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

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

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

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

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

**REQUEST FOR PROPOSAL 23-328**

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

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

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

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

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

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

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

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

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

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



## **INTRODUCTION**

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

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

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

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

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

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

## **SCOPE OF SERVICES**

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

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

## **AGREEMENT**

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

## **EVALUATION CRITERIA**

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

### **Tab 1 Executive Summary**

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

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

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

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **BID OPENING**

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

### **Selection Process**

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

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

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

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

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

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

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

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

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

Subtotal Points-20 points

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

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

Subtotal Points-80 points

by the following process:

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

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

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

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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



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

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

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

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

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

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

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

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

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

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

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

### **ATTENTION PROPOSERS**

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

You may register by going to the following link:

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

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

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

## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

## **INDEMNIFICATION**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

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

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

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

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

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

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

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

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

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

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

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



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

## **LIMITATIONS**

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

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

## **PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST**

**BARTOW, FL 33830**

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

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

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

**A. Certification(s).**

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

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

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

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

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

## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

## **EXHIBIT 1**

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

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

#### **Sending the Survey**

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

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

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

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

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

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

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

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

### **Preparing the Surveys**

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

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

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

Subject: Past Performance Survey of Similar work:

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

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

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

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

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

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

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

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

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)



Exhibit "A"  
Specific Services

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

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

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

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

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

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

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



May 10, 2023

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

**ADDENDUM #1**

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

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

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

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

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

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

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



ADDENDUM #1

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

**CLARIFICATION**

**DELETE IN ITS ENTIRETY:**

**Page 20, Contractual Matters**

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

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

**REPLACE WITH:**

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

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

**DRAFT AGREEMENT  
MASTER CONSULTING AGREEMENT**

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

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

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

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

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

**1.0 Term**

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

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

**2.0 Services to Be Performed by Consultant**

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

acceptance of the work

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

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

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

## 3.2 Reimbursable

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

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

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

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

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

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

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

#### 4.0 **Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

## 5.0 Standard of Care

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

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

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

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

## 6.0 Indemnification

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



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

6.2 Indemnification.

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

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

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

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

7.0 Independent Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.0 Subcontracting**

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

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

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

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

13.0 **Public Entity Crimes**

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

**17.0 Governing Law and Venue**

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

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

herein.

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

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

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

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

## **26.0 Ownership of Documents**

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

## **27.0 Access and Audits**

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

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

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



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

28.0 **Notice**

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

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

As to Consultant:

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

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

29.0 **Service of Process**

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

As to Consultant:

30.0 **Contract Administration**

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

31.0 **Key Personnel**

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

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

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

32.0 **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

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

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

Review as to form and legal sufficiency

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

**ATTEST:**

**COMPANY Name**

a \_\_\_\_\_

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

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

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

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

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

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

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

**SEAL**

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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



May 18, 2023

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

### **ADDENDUM #2**

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

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

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

---

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

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

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

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

ADDENDUM #2

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

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

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

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

June 1, 2023

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

**ADDENDUM #3**

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

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

---

Contained within this addendum: Question asked and answered.

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

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

---

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

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

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

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

ADDENDUM #3

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

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

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

## Proposers Incorporation Information

(Submittal Page)

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

Company Name: MC Squared, LLC

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

TIN #: 90-0033880

Address: 5911 Breckenridge Parkway, Suite G

City: Tampa

State: Florida

Zip Code: 33610

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: Jordan Fox, PE

Phone Number: 813-623-3399

Cell Phone Number: 407-221-8309

Email Address: jfox@mc2engineers.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: MC Squared, LLC

Signature: [Signature]

Title: President & COO

Date: 6/14/2023

State of: Florida

County of: Hillsborough

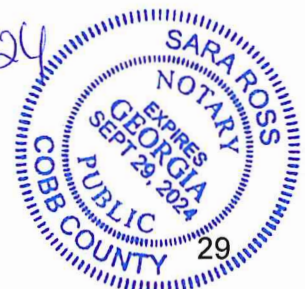
The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 14 day of June, 2023, by  
Tom Ali (name) as President, COO (title of officer) of  
MC Squared, LLC (entity name), on behalf of the company, who ☒ is  
personally known to me or ☐ has produced \_\_\_\_\_ as  
identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: SARA ROSS

Notary Commission Number and Expiration: Sept. 29, 2024

(AFFIX NOTARY SEAL)



## 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.

**MC Squared, LLC**

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

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

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

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

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

**1275 Shiloh RD NW STE 2620**

6 City, state, and ZIP code

**Kennesaw, GA 30144**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

9 0 - 0 0 3 3 8 8 0

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

01/31/2023

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

May 10, 2023

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

**ADDENDUM #1**

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

---

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

---

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

Signature: 

Printed Name: Tom Ali, PE

Title: President & COO

Company: MC Squared, LLC



May 18, 2023

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

### **ADDENDUM #2**

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

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

Signature: 

Printed Name: Tom Ali, PE

Title: President & COO

Company: MC Squared, LLC

June 1, 2023

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

**ADDENDUM #3**

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

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

---

Contained within this addendum: Question asked and answered.

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

Signature: 

Printed Name: Tom Ali, PE

Title: President & COO

Company: MC Squared, LLC

# **RFP 23-328**

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





## Contents



Tab 1 – Executive Summary (4 Pages)

Tab 2 – Approach to the Project (3 Pages)

Tab 3 – Experience, Expertise, Personnel and Technical Resources (17 Pages)

Tab 4 – Polk County Entity (1 Page)

Tab 5 – Certified Woman or Minority Business Enterprise (3 Pages)

Tab 6 – Interactions with County and Regulatory Agency Staff (1 Page)

Tab 7 – Timely Completions of Projects (1 Page)

Tab 8 – Surveys of Past Performances (8 Pages)



June 14, 2023

Polk County Procurement Division  
330 West Church St., Room 150  
Bartow, Florida 33830

RE: RFP 23-328  
Professional Geotechnical Services and Construction Material Testing and inspection

MC Squared, LLC is pleased to present for your review and consideration our response to the above-referenced solicitation.

As requested, we offer the following items requested in the Executive Summary:

- A. MC Squared, LLC  
5911 Breckenridge Parkway, Suite G  
Tampa, FL 33610  
(813) 623-3399  
[tali@mc2engineers.com](mailto:tali@mc2engineers.com)
- B. MC Squared has been in business for 21 years.
- C. We currently employ 81 full-time employees, 51 of which are based in Florida.
- D. Documentation showing proper incorporation by the Secretary of State.
- E. Certification to provide engineering services from the State of Florida.

Since our founding in 2001, MC Squared, LLC has devoted its practice to providing exceptional Geotechnical Engineering and Construction Materials Testing and Inspection services on infrastructure projects throughout Florida and Georgia.

Our relevant experience includes work on numerous similarly scoped task order-based contracts including providing Geotechnical Engineering and Materials Testing and Inspection services to Polk County for the last 5 years under RFP 18-305. Our team has completed hundreds of projects involving roadways, pipelines, water and wastewater facilities, drainage and bridges for local municipalities, departments of transportation, water management districts, and civil design firms.

We are currently holding, or have recently completed, similar on-call Geotechnical and Materials Testing and Inspection services contracts with the following municipalities:

- Hernando County
- City of Tampa
- Pasco County Utilities and Public Works
- Hillsborough County
- Pinellas County
- Hillsborough County School District
- Pinellas County School District
- City of Dunedin





To supplement our team, we have included the following Polk County Entity firms as noted below:

- Ambient Technologies, Inc. (ATI), to assist with drilling, sampling, and geophysical testing. ATI's local office is located at 4338 Knights Station Rd., Lakeland, FL 33711.
- Roberts Consulting Services, Inc. (RCS), to assist with construction materials testing and inspection. RCS's office is located at 117 Quailwood Dr., Winter Haven, FL 33880.

We understand the work anticipated under this contract will be on an as-needed basis to assist Polk County with accomplishing its project-related goals. The staff proposed for this contract include experienced professionals who have worked on numerous similar projects to those that can be anticipated under this contract. As a result, we are confident we can immediately engage with Polk County and/or the project consultant when applicable in scoping the work, negotiating our services, and providing the desired services for the task assigned.

Please advise if you have any questions or need any additional information. We look forward to your review of our team's qualifications and the opportunity to work with Polk County.

Sincerely,

MC Squared, LLC

Tom Ali, PE  
President & Chief Operating Officer

Nicholas Diorio, PE  
Contract Manager

Attachments:    Certificate of Incorporation  
                         Business License


## *State of Florida Department of State*

I certify from the records of this office that MC SQUARED, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 25, 2022, effective November 7, 2001.

The document number of this limited liability company is L22000083027.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023 and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-seventh day of  
January, 2023*




Secretary of State

Tracking Number: 6109971745CC

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

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

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



Florida  
dbpr  
Department of Business  
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

10:30:23 AM 2/16/2023

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- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

**LICENSEE DETAILS**

**Licensee Information**

Name:	MC SQUARED, LLC (Primary Name)
Main Address:	5808 A BRECKENRIDGE PARKWAY TAMPA Florida 33610
County:	HILLSBOROUGH

**License Information**

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	9191
Status:	Current
Licensure Date:	03/11/2002
Expires:	

**Special Qualifications**      **Qualification Effective**

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**Alternate Names**

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[View Related License Information](#)  
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Our proposed approach has been developed through our extensive experience managing task-based on-call contracts for local municipalities in the West Central Florida area including previous contracts with Polk County. Our team is familiar with the County's procedures and has developed best practices for executing projects accurately, efficiently, and to the County's satisfaction. Our proposed approach for Geotechnical and Materials Testing projects are as follows:

**Geotechnical Engineering Services Approach:**

- Upon receipt of a task assignment, our Contract Manager will communicate internally with PM's specializing in either materials testing or geotechnical engineering as needed. Appropriate team members will be assigned to each project with a dedicated PM responsible for ensuring efficient, cost-effective, and quality task execution. Together, the Contract Manager and assigned PM will carefully review any available project information to develop a comprehensive understanding of the assignment scope. This includes understanding the specific services required, project deliverables, schedule, and performance expectations. If a design consultant is involved with the project, we will ensure that their requirements are understood and addressed in our scope of work. Once a consensus on the scope requirements has been reached, a fee proposal and project schedule will be developed considering the complexity of the project, required resources, personnel expertise, and project duration. A project milestone plan will then be established that outlines key activities, timelines, and deliverables for each phase of the project. Ongoing coordination will be maintained with appropriate project staff throughout the project's life cycle. MC<sup>2</sup> will utilize email, telecommunication, and virtual meeting platforms to enhance communication and streamline coordination efforts. Furthermore, our team will take a proactive approach to problem-solving by anticipating potential challenges and identifying mitigation strategies in advance.
- Upon approval of the task assignment, the assigned PM will perform a desktop study of the project site to develop an understanding of the regional geology and anticipated site conditions. This preliminary investigation will include a review of available soil survey information, topographic maps, historical aerial images, and any previous geotechnical studies available from the County.
- The assigned PM, or his/her representative, will then conduct a visual reconnaissance of the project site to document site conditions, evaluate any potential accessibility limitations, stake boring/testing locations, clear utilities, and apply for Right-of-Way (ROW) and/or Temporary Traffic Control (TTC) permits, if needed.
- Upon receipt of the required permits, we will perform field activities such as Standard Penetration Test (SPT) borings, hand augers, pavement cores, Dynamic Cone Penetrometer (DCP) soundings, permeability testing, etc. as appropriate per the project scope. We will ensure that adequate traffic control is in place when required.
- Laboratory testing will be conducted on carefully selected, representative samples to confirm field classifications, develop the soil profile, and to determine the engineering properties of the soils.



- Our geotechnical staff will review the field and laboratory data and provide geotechnical engineering analysis appropriate for the project. The results of our field and laboratory testing programs, and our engineering recommendations will be documented in a clear and concisely written report.
- Preliminary results will be provided upon request when required to maintain designer's schedules.
- A QA/ QC check will be performed by a Senior Geotechnical Engineer that is not directly involved in the project prior to submittal to the County.
- Once a report has been submitted our Contract PM will follow up with the County PM to ensure that all services were performed in accordance with expectations and to solicit feedback on future means for improvement.

#### Materials Testing Services Approach:

- Upon receipt of a task assignment, the assigned PM will carefully review the plans and specifications and coordinate with the County PM to understand the County's expectations for testing and to clarify which specifications and requirement will apply to the project (FDOT, Polk County, ASTM, AASHTO, etc.). Any discrepancies discovered in the plans or specifications will be brought to the immediate attention of the County PM to reduce the potential for future problems once the project is underway.
- The assigned PM will work with the County PM to develop an appropriate scope and budget for testing. If not provided by contractor, a Project Schedule of our anticipated activities will be provided within 5 days of NTP including a project milestone plan and a projected payout curve.
- Testing personnel will be assigned to work on the project based on scope and certification requirements. Once the appropriate personnel are identified, contact info will be communicated to all parties. This includes County Staff, CEI personnel, if applicable, as well as the contractor.



- Our team will respond to County or Contractor requests for testing when necessary and will ensure that the County representative is on site for testing, if required.
- When applicable, material samples will be returned to the lab for testing, as required (proctors, LBR's, compressive strength testing, asphalt testing, etc.).
- Test reports including relevant information such as: County Project Name, task number, test method, sample location and test results will be prepared and reported promptly. Any significant findings will be reported to the County PM upon discovery.
- A QA/QC check will be performed on all deliverables prior to submission to the County. Test results/reporting will be provided via email or however agreed upon. Preliminary copies will be submitted within 1 hour after completion of testing and official signed reports within 24 hours after completion to the Contractor, CEI/County Field Office, EOR, and County Project Manager as requested in the Work Order.
- Once a report has been submitted our Contract PM will follow up with the County PM to ensure that all services were performed in accordance with expectations and to solicit feedback on future means for improvement

The following describes the steps **MC<sup>2</sup>** will implement to control the quality and cost of each task assigned. The **MC<sup>2</sup>** Quality Control process for project deliverables generally applies to all proposals, cost estimates and fee packages, reports, calculations, CADD Drawings, boring logs, recommendations, and specifications produced by **MC<sup>2</sup>**. The process includes checking and back-checking of the work produced by **MC<sup>2</sup>**.

Prior to submission, each project deliverable will be subjected to an independent review by a Senior professional engineer or qualified professional different from the one that prepared the deliverable.

All documents will be checked for conformance with established design criteria, legibility, completeness, and mathematical and plotting accuracy. The checker will sign and date the design documents which indicate that they have been checked against the applicable standards and criteria. The reviewed deliverable, including comments, concurrence, incorporation and verification documentation, will be filed and available for future reference or review.

It is the goal of this guideline to set forth a systematic process of project planning, development and record keeping that is understandable, logical, and efficient.

MC<sup>2</sup> will use qualified production and review personnel to produce and review each element of the work required by the project Scope of Services. The process requires the documentation of the agreement between two qualified professionals (the Designer and the Checker) that each element of work produced and reviewed in association with the Scope of Services conforms to the applicable standards and criteria. The Project Manager develops an appropriate Quality Control Plan (QCP) that establishes the minimum guidelines for review procedures on the project. This QCP will identify the deliverable products and which reviews are to be performed on each:

1. QC Team kick-off meeting
2. When the QC reviews occur
3. Individuals responsible for each quality control task
4. The documents generated from these reviews
5. Check lists to be used

The Principal-in-Charge shall approve all checking and review assignments and shall approve of the QCP. It is the Project Manager's responsibility to gain this approval, to assign and schedule all checking and review meetings, to personally be sure that each project is adequately checked and, later, that the proper reviews have been held. It is the Principal-in-Charge's responsibility to monitor the Project Manager's adherence with the QCP. The Principal-in-Charge will also perform random quality control audits in the office. These audits will assess the firm's compliance with the requirements of the QCP, as well as the adequacy of materials, documentation, coordination, processes, procedures, training, guidance and staffing. At the conclusion of each job, the Principal-in-Charge shall prepare an assessment of the firm's performance overall, and of the Project Manager's performance on the project. The Principal-in-Charge shall review this evaluation with the Project Manager, as a basis for future improvement. We will also provide a Quality Assurance Certification stamp as shown below where applicable.

**Quality Assurance Certification For**

**Phase \_\_\_\_\_ Submittal for (Insert Project Name & No.)**

**Project Manager:** \_\_\_\_\_

**Senior Geotechnical Engineer:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Staff Engineer:** \_\_\_\_\_

***I do hereby certify that the enclosed submittal has been prepared and checked in accordance with good engineering practices and represents a quality project.***

**Principal-in-Charge:** \_\_\_\_\_ **Date:** \_\_\_\_\_



### Previous Projects

In this section we have included 5 Geotechnical Engineering projects and 3 Materials Testing and Inspection projects performed in the last 5 years which illustrate the experience of our firm and current staff as related to the desired services. Each of these projects were performed in Polk County, and the majority were executed under our previous Geotechnical Engineering and Materials Testing and Inspection services contract with Polk County. Our favorable performance on these projects is documented in the form of client surveys which are included in Tab 8 for your review.

### Organizational Chart and Resumes

This section also includes an organizational chart of the MC Squared team which highlights the key individuals who will work on this contract. Key individuals include Nick Diorio, PE serving as Contract Manager with 15+ years of industry experience; Prashanth Vaddu, PE serving as Geotechnical Services Lead with 15+ years of industry experience, Winston Stewart, PE serving as Materials Testing and Inspection Services Lead with 40+ years of experience, and Tom Ali, PE serving as Principal-in-Charge with 30+ years of experience. Brief resumes highlighting the experience of these key personnel area also included.

### Subconsultant Team Members

MC Squared has strategically chosen to partner with Ambient Technologies, Inc. (ATI) and Roberts Consulting Services, Inc. (RCS) for this contract. Each of these firms have a local presence in Polk County and each firm represents women and/or minority owned business enterprises. The addition of ATI will provide valuable drilling, in-situ testing, and geophysical testing capability on Geotechnical Engineering projects, while the addition of RCS provides additional bench strength to complement our Materials Testing and Inspection staff to ensure that our team can staff high demand projects and quick turnaround testing needs. A brief overview of our team members follows:

**Ambient Technologies, Inc. (ATI)**, has 30 years of continued experience providing geo-services for Environmental, Geotechnical, Exploration, Consulting, Engineering and Construction Projects. Core services include: (1) Geotechnical Drilling Services: Standard Penetration Test (SPT), Solid and Hollow Stem Auger, NQ/HQ Rock Coring, Concrete/Asphalt Coring, Undisturbed Samples (Shelby) Geotechnical Instrumentation Installation (piezometers, inclinometers, etc.). (2) Cone Penetration Testing (CPT): ATI Geological specializes in In-Situ Testing for geotechnical and environmental investigations using advanced geo-environmental methods of exploration including Cone Penetration Testing (CPT). (3) Geophysical Services: Geotechnical/Geological Site Characterization Studies using a wide range of geophysical technologies. Specialists in Karst/Sinkhole/Geological characterization studies. Environmental site characterization studies designed identify buried metallic and non-metallic debris, USTs, drums, abandoned wells, contaminated soils, etc. Underground utility designation and designation and mapping for clearance of bore holes and mapping underground utilities throughout project sites. NDT testing of concrete structures and foundations for both design and deficiencies using a variety of methods. Concrete reinforcing and corrosion studies. Marine surveys to determine presence of submerged objects, bathymetry and underlying geological conditions. Drone services to provide complimentary ortho-photographic, infrared and lidar mapping services.

**Roberts Consulting Services, Inc. (RCS)** is a full-service engineering firm specializing in Construction Materials Testing, Construction Engineering and Inspection (CEI), and QA/QC services. RCS is FDOT prequalified in work groups 10.1 and 10.3 and has over 60 years of combined experience providing Construction Materials Testing and Inspection services to clients throughout Central Florida. The RCS team includes nearly 30 CTQP certified field and laboratory testing technicians/inspectors.

**Project Name:** Geotechnical Services for Thornhill Road Bridge Replacement  
**Location:** Polk County, FL  
**Total Project Cost:** \$1,999,900.00  
**MC2 Fee:** \$28,523.94  
**Owner:** Polk County BOCC  
**Client:** Polk County Roads & Drainage Division  
**Completion Date:** February 2022

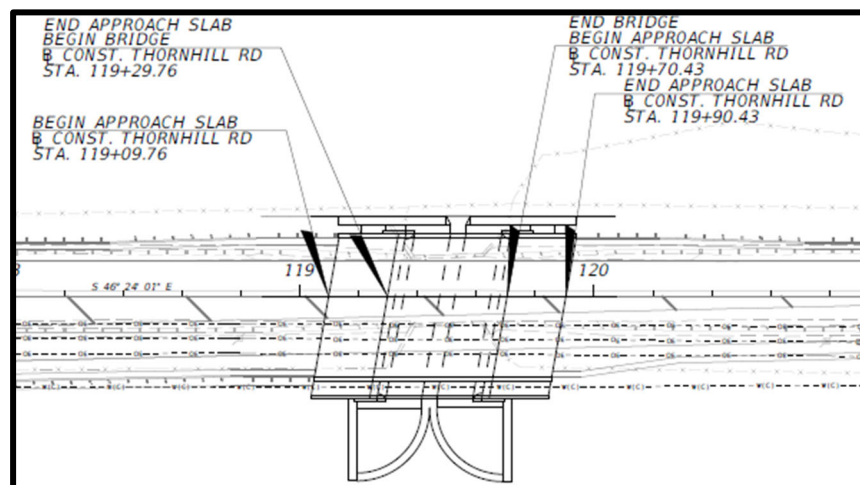
**Project Representative Information:**

**Name:** Jose Fernandez, E.I.  
**Company:** Polk County Roads and Drainage Division  
**Address:** 3000 Sheffield Road  
 Winter Haven, FL 33880  
**Phone:** 863-535-2200  
**Email:** josefernandez@polk-county.net

**Scope of Services:**

Thornhill Road Bridge (Bridge 164104) was a single-span concrete bridge built in 1960 over Lake Lena Run. The bridge was determined to be functionally obsolete due to its narrow width. To improve the condition of the bridge, a roadway section featuring two 12-foot lanes with 8-foot-wide shoulders was proposed. The planned improvements required reconstruction of the existing bridge structure.

MC Squared was retained by Polk County to provide geotechnical engineering services for the new bridge. A site investigation including Standard Penetration Test (SPT) soil borings, in conjunction with pavement cores, Hand Auger (HA) borings, and Dynamic Cone Penetrometer (DCP) tests were completed. Geotechnical engineering recommendations including soil parameters, shallow and deep foundation recommendations, and pile capacities were provided to support embankment, retaining wall, and foundation design efforts.





**Project Name:** Geotechnical Pavement Evaluations  
**Location:** Polk County, FL  
**Total Project Cost:** \$99,908.20  
**MC2 Fee:** \$99,908.20  
**Owner:** Polk County BOCC  
**Client:** Polk County Roads & Drainage Division  
**Completion Date:** March 2022

**Project Representative Information:**

**Name:** Austin Potts, P.E.  
**Company:** Polk County Roads and Drainage Division  
**Address:** 3000 Sheffield Road  
Winter Haven, FL 33880  
**Phone:** 863-535-2221  
**Email:** austinpotts@polk-county.net

**Scope of Services:**

MC Squared was retained to perform pavement evaluations at several roadways throughout Polk County (listed below) due to deteriorated pavement conditions suspected to result from elevated ground water levels. A total of 90 pavement cores, in conjunction with DCP tests and HA borings, were performed to evaluate the existing pavement configuration and subgrade conditions over approximately 15 miles of roadway. Temporary traffic control was required to complete the pavement coring operation. MC Squared followed FDOT/MUTCD guidelines in order to ensure safe working conditions for the field technicians performing the fieldwork.

Pavement core summary sheets including pavement layers and thicknesses, photos, and DCP testing data were presented and pavement rehabilitation recommendations were provided along with construction considerations and resilient modulus values to assist in design efforts.

**Evaluated Roadways:**

1. Enclave Boulevard
2. Hunters Greene Drive
3. Greene Circle
4. Holy Cow Road
5. Deen Still Road
6. Van Fleet Road
7. Shadywood Court



**Project Name:** Geotechnical Services for Tillery Rd & Clubhouse Rd Drainage Improvements  
**Location:** Polk County, FL  
**Total Project Cost:** \$450,000.00  
**MC2 Fee:** \$19,808.34  
**Owner:** Polk County BOCC  
**Client:** Polk County Roads & Drainage Division  
**Completion Date:** February 2021



**Project Representative Information:**

**Name:** William Lorenzo, P.E.  
**Company:** Polk County Roads and Drainage Division  
**Address:** 3000 Sheffield Road  
 Winter Haven, FL 33880  
**Phone:** 863-535-2286  
**Email:** williamlorenzo@polk-county.net

**Scope of Services:**

Drainage improvements were needed to alleviate persistent flooding in the area of Clubhouse Road in Polk County. Following a drainage analysis performed by others, an improvement plan consisting of new control structures and conveyance upgrades was chosen. MC Squared was retained to evaluate the subsurface conditions along the planned pipeline alignment. A site investigation including SPTs and HA borings was performed and general pipe installation recommendations were provided. Additional recommendations included excavation, dewatering, and pipe uplift considerations to assist with design efforts.



**Project Name:** Geotechnical Services for the Rolling Oaks Drainage Improvement Project  
**Location:** Polk County, FL  
**Total Project Cost:** \$525,000.00  
**MC2 Fee:** \$17,560.00  
**Owner:** Polk County BOCC  
**Client:** Polk County Roads & Drainage Division  
**Completion Date:** July 2020

**Project Representative Information:**

**Name:** Doug Gable, P.E.  
**Company:** Polk County Roads and Drainage Division  
**Address:** 3000 Sheffield Road  
 Winter Haven, FL 33880  
**Phone:** 863-535-2276  
**Email:** douggable@polk-county.net



**Scope of Services:**

MC Squared was retained by Polk County to provide geotechnical services for planned drainage improvements in the Rolling Oaks Estates subdivision. The planned improvements included stormwater ponds, swales, pipeline, and drainage control structures. MC Squared performed a subsurface investigation consisting of SPTs, HA borings, and Double Ring Infiltrometer (DRI) tests to support the design and construction of the planned improvements. Geotechnical recommendations including estimated Seasonal High Groundwater Table (SHGWT) depth, soil infiltration rates, suitability of on-site soils, and stormwater pond considerations were provided.





**Project Name:** Geotechnical Services for Eloise Loop Rd Drainage Improvements  
**Location:** Polk County, FL  
**Total Project Cost:** \$12,708.30  
**MC2 Fee:** \$12,708.30  
**Owner:** Polk County BOCC  
**Client:** Polk County Roads & Drainage Division  
**Completion Date:** September 2021

**Project Representative Information:**

**Name:** Lawrence C. Updike Jr., P.E.  
**Company:** Polk County Roads and Drainage Division  
**Address:** 3000 Sheffield Road  
Winter Haven, FL 33880  
**Phone:** 863-535-2323  
**Email:** connerupdike@polk-county.net

**Scope of Services:**

MC Squared was retained by Polk County to provide geotechnical services for planned drainage improvements along Eloise Loop Road to address persistent flooding during rain events. The planned improvements included a stormwater pond, reinforced concrete stormwater drains and associated piping, and drainage ditches. MC Squared performed a subsurface investigation consisting of SPTs, HA borings, and Double Ring Infiltrometer (DRI) tests to support the design and construction of the planned improvements. Geotechnical recommendations including estimated Seasonal High Groundwater Table (SHGWT) depth, soil infiltration rates, suitability of on-site soils, pipe installation recommendations, and stormwater pond considerations were provided.



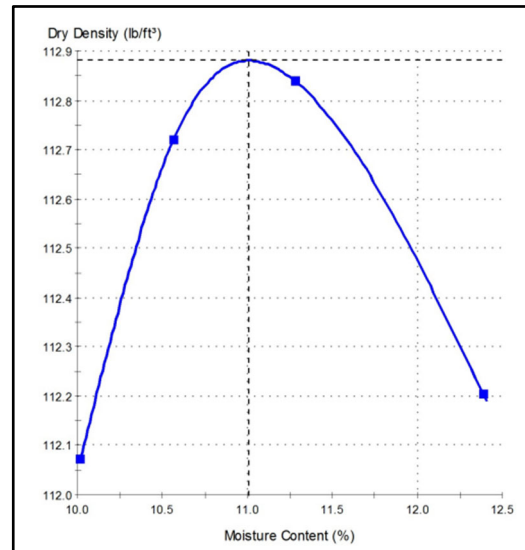
**Project Name:** CQC Testing for Walk-in-Water Road over Tiger Creek Bridge  
**Location:** Polk County, FL  
**Total Project Cost:** \$\$5,045.00  
**MC2 Fee:** \$5,045.00  
**Owner:** Polk County BOCC  
**Client:** Gosalia Concrete Constructors, Inc.  
**Completion Date:** November 2021

**Project Representative Information:**

**Name:** Mike Stanley  
**Company:** Gosalia Concrete Constructors, Inc.  
**Address:** 4607 N. 56<sup>th</sup> St.  
 Tampa, FL 33610  
**Phone:** 813-443-0984  
**Email:** mstanley@gosaliaco.com

**Scope of Services:**

MC Squared was retained by Gosalia to provide third party CQC testing for the Walk-in-Water Road over Tiger Creek Bridge project. MC Squared provided ACI and CTQP certified field technicians to collect soil samples and cast concrete cylinders for laboratory testing. Laboratory services included Modified Proctor, Gradation, Organic Content, Atterberg Limits, Limerock Bearing Ratio, and Compressive Strength of Concrete Cylinders. All field and laboratory testing was performed in accordance with applicable standards.



**Project Name:** Loyce Harpe Skate Park  
**Location:** Polk County, FL  
**Total Project Cost:** \$667,819.00  
**MC2 Fee:** \$6,701.80  
**Owner:** Polk County BOCC  
**Client:** Polk County Facilities Management Division  
**Completion Date:** December 2020

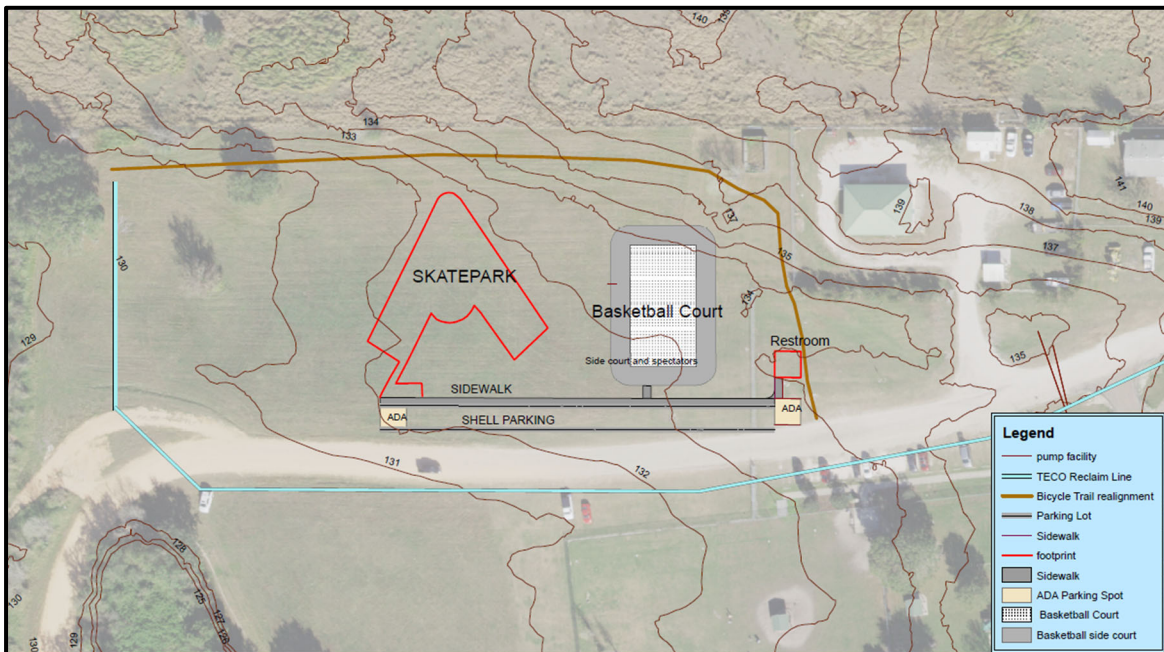
**Project Representative Information:**

**Name:** Rafael Samaniego  
**Company:** Polk County Facilities Management Division  
**Address:** 2160 Marshall Edwards Dr.,  
 Bartow, FL 33830  
**Phone:** 863-344-2303  
**Email:** rafaelsamaniego@polk-county.net



**Scope of Services:**

MC Squared was retained by Polk County to provide Construction Materials Testing services for the construction of a skate park at Loyce E. Harpe Park. Earthwork and Concrete testing and inspection services were requested. MC Squared provided ACI and CTQP certified field technicians to perform field density tests, collect soil samples of stabilized subgrade, and cast concrete cylinders for laboratory testing. Laboratory services included Standard Proctor Testing, and Compressive Strength of Concrete Cylinders. All field and laboratory testing was performed in accordance with applicable standards.





**Project Name:** Suntrax Connected / Automated Vehicle Test Facility  
**Location:** Auburndale, FL  
**Total Project Cost:** \$160,000,000.00  
**MC2 Fee:** \$758,766.00  
**Owner:** FDOT/FTE  
**Client:** Johnson Brothers (A Southland Corporation)  
**Completion Date:** December 2021

**Project Representative Information:**

**Name:** Tom Charles, PE  
**Company:** Johnson Brothers (A Southland Corporation)  
**Address:** 608 Henrietta Creek Rd.  
Roanoke, TX 76262  
**Phone:** 407-467-1112  
**Email:** tcharles@southlandholdings.com

**Scope of Services:**

MC Squared was retained to provide Quality Control (QC) testing for the 200-acre testing Computer Automated Vehicle (CAV) testing facility. Services included: QC plan creation and maintenance, generation of ERS logbook sheets, embankment and pipe backfill density testing using FDOT logbooks, concrete, mortar and grout field and lab sampling and testing, stabilized subgrade depth checks and associated lab testing, rock base straight edge, elevation checks and depth checks, floor flatness and levelness surveys on building slabs, as well as drilled shaft slurry testing for gantry and sign structures. Project efficiency was advanced with the use of Nuclear Density Gauges (Troxler 3430 Models, Floor Flatness/Levelness (Allen Face D-Meter), ERS Data Entry tool for FDOT logbooks and Materials Acceptance and Certification System (MAC)





County Contract Manager



**Project Manager**  
Nick Diorio, PE



**Principal-in-Charge**  
Tom Ali, PE

**Geotechnical Services**



**Prashanth Vaddu, PE**  
Regional Vice President

**Geotechnical Engineering**

Stephanie Grahl, PE  
Jodonna Jimenez, PE  
Kristina LaCava, PE  
Abner Reis, PE  
Jordan Fox, PE  
Maziar Foroutan, EI

**Field Testing Services**

Jeremy James, EI  
Brent Pool, EI  
Brendan Fritz, EI  
Daniel Puyo

**Pavement Engineering**

Abdalla Al-Rawashdeh, PhD, PE

**Materials Testing and Inspection Services**



**Winston Stewart, PE**  
Chief Geotechnical Engineer

**Laboratory Testing**

Martin Verbus, PG  
Lance Croft, PG  
Hipolito "Macho" Medina  
James Callahan

**Field Testing & Inspection**

Daniel Bien  
Ryan Holt  
Robert Oliveri  
John Hunter Williams  
Abdelrahman Ahmed  
Javuan Linton

**Our Team**





Nicholas S. Diorio, PE  
Project Manager

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## EDUCATION

BS Civil Engineering University of South Florida, Tampa, FL

## LICENSES AND REGISTRATIONS

Registered Professional Engineer:

- State of Florida No. **72283**
- State of Georgia No. **038390**
- State of S. Carolina No. **31154**
- State of Tennessee No. **117580**

## Certifications:

GRLWEAP Wave Equation Analysis of Pile Driving

## PROFESSIONAL BACKGROUND

Mr. Diorio serves as a Senior Project Manager for MC Squared, LLC. He has over 15 years of industry experience in Geotechnical Engineering, Laboratory Testing, and Construction Materials Testing and Inspection. His experience has been earned across a variety of infrastructure projects including roadways and bridges, intersection improvement projects including signalizations, water and wastewater facilities, pipelines, commercial developments, and various utility projects. He also oversees and coordinates efforts of field and laboratory technicians on various projects.

The following are some examples of representative projects Mr. Diorio has been involved:

**C-43 West Basin Storage Reservoir, Hendry County, Florida** - The Caloosahatchee River (C-43) West Basin Storage Reservoir Project consists of an above-ground reservoir with a total storage capacity of approximately 160,000 acre-feet. MC Squared is providing full-service quality control and testing services for the utilization of multiple borrow pits, embankment placement of ~22-million cubic yards of fill, 19-miles of a soil-bentonite wall, 110,000 tons of soil-cement armoring, the construction and inspection of 12 pump stations, water control structures, construction of two bridges, steel and weld inspection, threshold inspection for several buildings, rip-rap testing for the creation of canals, asphalt field and lab testing for associated roadways and inspection and testing of associated drainage structures. Mr. Diorio served as Project Manager on this project.

**Stormwater Treatment Area 1 West Expansion, South Bay, Palm Beach County, Florida** – This project served to construct a man-made wetland to filter nutrients from surrounding agriculture areas before reaching the Everglades. Serving as a Geotechnical Engineer on this project, Mr. Diorio provided laboratory testing services, concrete sampling and testing, compressive strength testing, QC of construction materials testing of soil proctors and gradations of embankment materials, and field density testing of compacted materials for all roadway areas across the project site. Additional services provided for this project included geotechnical review of soil borings and onsite material, soil profiling of deep excavations to support changed conditions onsite, vibration monitoring, reporting during surface rock blasting and construction-induced vibrations, assistance in reading and interpreting project specifications, review and revision of the Requests for Information (RFIs) to the District, riprap material acceptance, oversight of steel

**Snapfinger Advanced Wastewater Treatment Facility Expansion – Phase 2, Dekalb County, Georgia** – MC Squared provided Construction Materials Testing and Inspection services including in-place density testing of Graded Aggregate Base Courses and backfilled soils, concrete field testing and compressive strength of specimens, masonry field testing and compressive strength of specimens. Mr. Diorio served as Project Manager on this project.



Thomas Ali, PE  
Principal-In-Charge

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## EDUCATION

BS Civil Engineering, Pennsylvania State University, State College, PA

## LICENSES AND REGISTRATIONS

Registered Professional Engineer:

- State of Florida No. **90030**
- State of Pennsylvania No. **PE044207E**

## PROFESSIONAL BACKGROUND

Mr. Ali serves as the President and Chief Operating Officer for MC Squared, LLC. He has over 33 years of experience in Construction Materials Testing and Inspection and has served as Quality Assurance (QA) Manager on numerous on-call Materials Testing contracts. In addition to direct project experience, he has served on multiple ACI committees gaining valuable insight into the Materials Testing Industry. He is responsible for overall client satisfaction and quality assurance for all projects within the firm.

The following are some examples of representative projects Mr. Ali has been involved:

**Polk County On-Call Geotechnical and Materials Testing Services, Polk County, Florida** - This contract is for Geotechnical Engineering and Construction Materials Testing services for various projects in Polk County. MC Squared performed QA/QC testing services including field density tests, standard/modified proctor testing, LBR testing, and concrete testing and inspection. Additional services included pavement evaluation and geotechnical investigation and design. Mr. Ali assumed the role of Principal-in-Charge for this contract.

**Hernando County On-Call Geotechnical Engineering Services Contract, Hernando County, Florida** – This contract provided on-call Geotechnical services for Hernando County. Specific services provided by the MC Squared team included reviewing soil survey maps, exploration and evaluation of general subsurface conditions, borings and classifications of soils, measurements of groundwater levels, laboratory and field testing and engineering analysis of soil conditions, slope stability, and foundation/geotechnical designs with recommendations for civil design. Mr. Ali served as the QA Manager for this contract.

**Hillsborough County Pavement Engineering, Subsurface Investigations, And Inspection Services, Hillsborough County, Florida** - This contract is for professional services for pavement engineering, subsurface investigations and inspections services for various infrastructure projects including bridge repair projects in Hillsborough County, Florida. MC Squared provides geotechnical investigations and testing services as well as pavement cores, dynamic cone penetrometers, roadway pavement design, and pavement condition indexing for roadway improvements/reconstructions. Mr. Ali serves as the Principal-in-Charge for this contract.

**Manatee County On-Call Geotechnical And Materials Testing Services, Manatee County, Florida** - This contract is for Geotechnical Engineering and Construction Materials Testing and Inspection services for various projects in Manatee County. Services include field density testing, standard/modified proctor testing, LBR testing, and concrete testing and inspection. Additional services included pavement evaluation and geotechnical investigation and design. Mr. Ali serves as the single QA Manager for this contract.



**Winston Stewart, PE**  
**Materials Testing and Inspection Services Lead**

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**EDUCATION**

BS Civil Engineering University of West Indies, Kingston, Jamaica (1980)  
MS Civil Engineering University of Queensland, Brisbane, Australia (1976)

**LICENSES AND REGISTRATIONS**

Registered Professional Engineer:

- State of Florida No. **81643**
- State of Georgia No. **030504**
- State of New Jersey No. **24GE0325508**
- State of New York No. **065140**
- State of Ohio No. **75836**
- State of Delaware No. **21036**

Certifications:

GA DNR Rules for Dam Safety – Engineer of Record

**PROFESSIONAL BACKGROUND**

Mr. Stewart serves as Chief Engineer for MC Squared, LLC. He has over 40 years of experience in Geotechnical Engineering, Construction Materials Testing and Inspection, and Environmental Engineering. He has applied his extensive Geotechnical Engineering knowledge to projects such as site selection, earth and rock-filled dam design and construction, design of shallow and deep foundation systems for single and multi-level buildings, earth and rock slope stability analysis, as well as foundation rehabilitation and stabilization using several grouting techniques. Other related projects include pavement evaluations and designs for roadways, soil surveys, Bridge Foundation Investigations (BFIs), Wall Foundations Investigations (WFI) and collection and evaluation of asphalt Cores.

The following are some examples of representative projects Mr. Stewart has been involved:

**Polk County On-Call Geotechnical and Materials Testing Services, Polk County, Florida** - This contract is for Geotechnical Engineering and Construction Materials Testing services for various projects in Polk County. MC Squared performed QA/QC testing services including field density tests, standard/modified proctor testing, LBR testing, and concrete testing and inspection. Additional services included pavement evaluation and geotechnical investigation and design. Mr. Stewart served as Geotechnical Services Lead for this contract.

**Hernando County On-Call Geotechnical Engineering Services Contract, Hernando County, Florida** – This contract provided on-call Geotechnical services for Hernando County. Specific services provided by the MC Squared team included reviewing soil survey maps, exploration and evaluation of general subsurface conditions, borings and classifications of soils, measurements of groundwater levels, laboratory and field testing and engineering analysis of soil conditions, slope stability, and foundation/geotechnical designs with recommendations for civil design. Mr. Stewart served as the Geotechnical Services Lead for this contract.

**C-43 West Basin Storage Reservoir, Hendry County, Florida** - The Caloosahatchee River (C-43) West Basin Storage Reservoir Project consists of an above-ground reservoir with a total storage capacity of approximately 160,000 acre-feet. MC Squared is providing full-service quality control and testing services for the utilization of multiple borrow pits, embankment placement of ~22-million cubic yards of fill, 19-miles of a soil-bentonite wall, 110,000 tons of soil-cement armoring, the construction and inspection of 12 pump stations, water control structures, construction of two bridges, steel and weld inspection, threshold inspection for several buildings, rip-rap testing for the creation of canals, asphalt field and lab testing for associated roadways and inspection and testing of associated drainage structures. Mr. Stewart serves as Project Principal on this project.





**Prashanth Vaddu, PE**  
**Geotechnical Lead**

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### **EDUCATION**

MS Civil Engineering, Southern Illinois University at Carbondale, Carbondale, Illinois  
BS Civil Engineering, Osmania University College of Engineering, Hyderabad, India

### **LICENSES AND REGISTRATIONS**

Registered Professional Engineer:

- State of Florida No. **75114**
- State of Georgia No. **039820**
- State of S. Carolina No. **30217**
- State of N. Carolina No. **045032**

### **PROFESSIONAL BACKGROUND**

Mr. Vaddu serves as Regional Vice President for MC Squared, LLC. He has over 18 years of experience in Geotechnical Engineering and Construction Materials Testing and Inspection. His Geotechnical expertise includes subsurface exploration, site characterization, foundation design, geo-forensic investigations, pavement evaluations, and constructability reviews. Mr. Vaddu has served as Project Manager or Senior Project Engineer for numerous infrastructure projects, including work on bridges, walls, embankments, pavements, pipelines, and tunnels. Additionally, Mr. Vaddu has extensive experience performing sinkhole investigations and designing sinkhole remediation plans.

The following are some examples of key projects Mr. Vaddu has been involved:

**W.E. Dunn WRF Filtration and Disinfection Improvement Project, Pinellas County, Florida** - This Progressive Design Build Project includes addition of a new disinfection facility structure in addition to various miscellaneous improvements. MC Squared provided geotechnical engineering and geo-forensic evaluations for the project to address design as well as sinkhole remediation services prior to construction. Geotechnical evaluations included both Standard Penetration test (SPT) borings and Piezocone Penetration Test (PCPT) soundings at the project site. Geophysical evaluations at the site included Ground Penetrating Radar (GPR) and Multichannel Analysis of Surface Waves (MASW) to identify potential subsurface anomalies. Geo-forensic assessments included recommendations for pressure grouting to remediate the subsurface soils prior to foundation installation. Foundation evaluations included recommendations for shallow (mat foundations) as well as deep foundations (including driven piles, drilled shafts, augered-cast-in-place piles). Mr. Vaddu serves as Geotechnical QA Lead on this project.

**Thornhill Rd. Bridge Replacement, Polk County, Florida** – This project was for replacement of the bridge along Thornhill Road in Polk County. MC Squared provided Geotechnical Engineering services through QA and project oversight. Geotechnical analyses included evaluation of box culvert and short single-span concrete bridge alternatives as replacement structures for the aging bridge. Additionally, the existing pavement was evaluated along both approaches for a total project length of 0.4 miles. PSC and H-Piles were evaluated for support of the short single-span bridge option while shallow foundations were evaluated for support of the box culvert. Davison pile capacity curves were generated to assist with the design of the project. Mr. Vaddu served as Project Principal on this project.

**Port Sutton Bridges, Hillsborough County, Florida** – This project was for Geotechnical Engineering Consulting Services regarding two bridges within the immediate vicinity of a sensitive power generation plant. MC Squared provided evaluations for the use of several deep foundations, including non-redundant drilled shafts, for the single-span bridges. Mr. Vaddu served as a Geotechnical Engineer on this project.

## Michael J. Wightman, P.G.

**ROLE: President, Principal Geophysicist, GeoView, Inc. - Subsidiary of Ambient Technologies, Inc.**

### EDUCATION:

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



### REGISTRATIONS/CERTIFICATIONS:

- Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)
- Certified Ground-Penetrating Radar Operator
- AGI Electrical Resistivity Imaging Certification
- Certified Pile Integrity Tester
- Geophysical Well Logging and Imaging.

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations concerning geophysical testing for a wide variety of applications. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects.

### RELEVANT PROJECT EXPERIENCE:

#### **Hillsborough County Southeast Landfill Expansion-Geological Site Characterization, 2020, \$55,000.**

Project Manager-Geosyntec, Tampa, FL. Evaluated the effectiveness of several geological methods to identify deeply buried (75-200 feet below land surface) paleo-karst (sinkhole) features. A 40-acre test area was selected to evaluate the effectiveness of electrical resistivity imaging (ERI), micro-gravity and seismic refraction tomography. A total of 5,500 linear feet of data was collected using all methods. Results from the three geophysical test methods were integrated and compared to the results of standard penetration test (SPT) boring that were performed within identified suspected buried karst features.

**McKay Bay Environmental Site Investigation, 2022, \$9,000.** Project Manager-Intertek, Tampa. Combined ground penetrating radar and time-domain electromagnetics study to delineate buried metallic and non-metallic debris across project site and clear locations for 90 planned borings (2022).

**FDOT District 7 Emergency Response Services, Florida, 2013-present, \$95,000.** Project Manager – Intertek-PSI – Tampa, FL – Ongoing since 2013 On-going services contract to provide geophysical testing to help determine cause for formation of depressions or collapse on FDOT-regulated roadways in FDOT Districts 1 and 7. Ground penetrating radar and electrical resistivity imaging are typically performed. Required response time 4 hours or less.

#### *A Minority Certified Company*

Ambient Technologies, Inc. Subsidiaries & Affiliates ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics  
ATI Geologica, LLC – In-Situ Testing/CPT ATI Energia, LLC – Solar Energy  
Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477  
[info@ambienttech.com](mailto:info@ambienttech.com) [www.ambienttech.com](http://www.ambienttech.com) [www.geoviewinc.com](http://www.geoviewinc.com)

## Marcelo Passos Ferreira dos Reis, MSc.

**ROLE:** VP of ATI Companies LLC and Drilling Operations Manager - Subsidiary of Ambient Technologies, Inc.

### EDUCATION:

- M.S., Marine Science/Marine Biology, Universidade Santa Úrsula Rio de Janeiro, Brazil, 2002
- B.Sc., Marine & Science Marine Biology, Universidade Santa Úrsula - Rio de Janeiro, Brazil, 1999

### REGISTRATIONS/CERTIFICATIONS:

- Certified Ground-Penetrating Radar Operator
- ISO 14001 Lead Auditor Certification, Environmental Management; Bureau and International Register of Certified Auditors



Mr. Reis' Master of Science studies with a focus in Environmental Marine Sciences have allowed him to interface/integrate multiple factors within environmental processes. He gained vast experience in this area during several years as, first, a Team Member and then Project Director, on marine expeditions for environmental and biological studies. With his educational background and applied experiences, his skills took him to the position of professor with two private universities in Brazil. His accomplished work at the universities was recognized when he was elected "Best Professor of the Year" for two consecutive years. As Lead Environmental Auditor with Bureau Veritas Quality International, he worked with organizations and businesses to establish and maintain effective environmental management systems (EMS) in accordance with ISO 14004 standards. As the Technical/Operational Manager at ATII Brazil, in Rio de Janeiro, Mr. Reis develop the firm's geophysical services market in Brazil. Marcelo has led and managed Geotechnical and Environmental Drilling projects for the Panama Canal Project, where ATI Panamericana provided over 90% of the Geotechnical and Environmental Drilling for the Panama Canal Expansion Project. He is currently in charge of all Geotechnical and Environmental Drilling Projects throughout the State of Florida.

### RELEVANT PROJECT EXPERIENCE:

**Coral Springs Fire Academy FL, Coral Springs, FL - Project Manager – INTERTEK-PSI – Coral Springs & Plantation, FL – 2019 – Cost: \$6,900**

Site 1 and Site 2: Installation of two (4) Temporary Monitoring wells up to 15 ft. Well is 1" with 10 ft of prepack screen. Installed and removed on same day. Open borings (concrete) for client. Built a decon pit for decontamination processing. Special handling procedures for the sampling of PFAS.

#### **Geotechnical drilling and instrumentation installation, Panamá Canal Pacific side**

Project Manager – Grupo Unidos por el Canal/ACP Panama Canal – 2014 – **Cost: \$200,000**

Geotechnical/Geological investigation drilling over 4,000 feet, with disturbed and undisturbed samples and HQ coring. With instrumentation installation. Canal Expansion on the Pacific and Atlantic side.

#### **Orange County Superfund Site, City of Orlando, FL**

Project Manager – Geosyntec – Tallahassee, FL – 2021-2022 - **Cost: \$35,000** ATI Companies completed Direct Push Technology (DPT) Drilling, Soil & Water Sampling and Monitoring Wells installations, at the Spellman Superfund Site in the City of Orlando, Florida. The purpose of the investigation was to identify and delineate the nature and extent of industrial solvents in the soil and groundwater at the site. The Scope of Work included 40 Soil Borings (direct push continuous macrocores sampling) and GW sample points up to 60-ft below land surface. This initial phase also included the installation of 6 monitoring wells (vertical and angled) were installed at the same depth (up to 60ft) for continuous monitoring of the following phases of the project.

*A Minority Certified Company*

Ambient Technologies, Inc. Subsidiaries & Affiliates ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics

ATI Geologica, LLC – In-Situ Testing/CPT ATI Energia, LLC – Solar Energy

Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477

[info@ambienttech.com](mailto:info@ambienttech.com)

[www.ambienttech.com](http://www.ambienttech.com)

[www.geoviewinc.com](http://www.geoviewinc.com)



Christopher Sotomayor, P.E.  
Geotechnical and Materials Engineer

Christopher Sotomayor has over 6 years of experience in FDOT construction material testing and geotechnical engineering projects. He manages the construction materials testing and geotechnical activities for private and public projects throughout Central Florida. Chris coordinates all field and laboratory activities associated with construction projects, reviews, and signs and seals all construction testing and inspection reports as well as geotechnical reports.

#### 2014 – 2019

##### **FDOT-District 5, District Wide Contract - C8559, C8A50 & C9C40**

Chris served as Project Manager for this FDOT District 5 contract. Chris was responsible for all Geotechnical, Drilled Shaft and Pile Driving Activities. Responsibilities include maintaining and keeping up with IA verifications of all current inspector. Revising field logs and submitting recommendations for approval. Pavement Evaluation on multiple projects (e.g., I-4, SR 464, SR 44). These projects include project include obtaining field core data and providing a summary of the core results and pavement condition as well as resurfacing recommendations. Chris also served as project engineer for a roadway soil survey on A1A. This included obtaining field samples and running geotechnical soil laboratory tests.

#### 2020 – Current

##### **FDOT-District 1, District Wide Contract – CA071**

Mr. Sotomayor served as a Project Manager for this District 1 contract. He is responsible for pavement evaluation and laboratory projects assigned by the district and sees them from conception to final reporting. Mr. Sotomayor has been able to consistently save the district 10 to 15 percent of the project budget by efficiently managing field operations.

#### 2014 – 2019

##### **Central Florida Expressway Authority, Continuing Services Contract, Florida**

Drilled shaft Inspector to multiple drilled shaft installation projects for CFX projects. Mr. Sotomayor also served as the project engineer. Responsibilities include reviewing and completing drilled shaft logs, recommending further testing and submitting acceptance package.

#### 2014 – 2019

##### **Orange County Public Schools, Continuing Geotechnical Engineering and Materials Testing Contract**

Mr. Sotomayor has served as project manager for extensive construction materials testing services on Orange County School sites. He oversees testing of concrete, soils, steel, fireproofing and pavements on various schools. Further responsibilities include keeping track of project progress to efficiently manage the budget. Projects includes Audubon Park ES, Metro West ES., Englewood ES., Parramore PS-8 ES. Avalon Park MS, Lockhart ES and Ventura ES.

#### **Education**

*UCF BSCE – Civil Engineering*

#### **TIN Number**

*S356100903*

#### **Qualifications / Certifications (FDOT/CTQP Certs)**

*Florida Registered Professional  
Engineer, Geotechnical  
PE #87506*

*CTQP - Drilled Shaft Inspector*

*CTQP - Pile Driving Inspector*

*CTQP - Final Estimates L1*

*ACI Concrete Field-Testing Tech*

*Advanced Maintenance of  
Traffic*

*Nuclear Safety Certification*

*Radiation Safety Officer  
Certification*



MC Squared, LLC proposes to utilize the services of Ambient Technologies, Inc. (ATI) and Roberts Consulting Services, Inc. (RCS) as subconsultants that qualify as Polk County Entities.

Ambient Technologies, Inc.

ATI's headquarters is located at 5709 1st Ave. S., St. Petersburg, FL 33707.

Their local office is located at 4336 Knights Station Rd., Lakeland, FL 33810. They have maintained a local office in Polk County since 2001.

Previous Locations in Polk County included: (1) 8419 Epicenter Boulevard, Lakeland FL 33809; (2) 4246 Knights Station Road, Lakeland, FL 33810; and (3) 2400 Hwy 60 East, Bartow, FL.

Number of staff members: 4

<b>POLK COUNTY LOCAL BUSINESS TAX RECEIPT</b>			
<b>ACCOUNT NO. 161027</b>		<b>CLASS: A</b>	<b>EXPIRES: 09/30/2023</b>
<b>OWNER NAME</b>		<b>LOCATION</b>	
CARLOS R LEMOS		4336 KNIGHTS STATION RD LAKELAND	
<b>BUSINESS NAME AND MAILING ADDRESS</b>		<b>CODE</b>	<b>ACTIVITY TYPE</b>
ATI COMPANIES LLC ATI COMPANIES LLC 4610 CENTRAL AVE ST PETERSBURG, FL 33711		540000	LTD PROFESSIONAL TECHNICAL
<b>OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR</b>		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 838224 07/16/2022 OPY OLP 31.50 ATI COMPANIES LLC			

Roberts Consulting Services, Inc.

RCS's headquarters, and local office, is located at 2003 Havendale Blvd. NW, Winter Haven FL 33881. They have maintained offices in Polk County since their inception in 2013.

Previous to this, they were located at 117 Quailwood Dr., Winter Haven, FL 33880.

Number of staff members: 33

<b>POLK COUNTY LOCAL BUSINESS TAX RECEIPT</b>			
<b>ACCOUNT NO. 167055</b>		<b>CLASS: A</b>	<b>EXPIRES: 09/30/2023</b>
<b>OWNER NAME</b>		<b>LOCATION</b>	
MELANIE ROBERTS		2003 HAVENDALE BLVD NW WINTER HAVEN	
<b>BUSINESS NAME AND MAILING ADDRESS</b>		<b>CODE</b>	<b>ACTIVITY TYPE</b>
ROBERTS CONSULTING SERVICES INC ROBERTS CONSULTING SERVICES INC 117 QUAILWOOD DR WINTER HAVEN, FL 33880		560000 540000	LTD SUPPORT SERVICE LTD PROFESSIONAL TECHNICAL
<b>OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR</b>		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 826572 07/11/2022 OPY OLP 31.50 ROBERTS CONSULTING SERVICES INC			



## TAB 5 – CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE

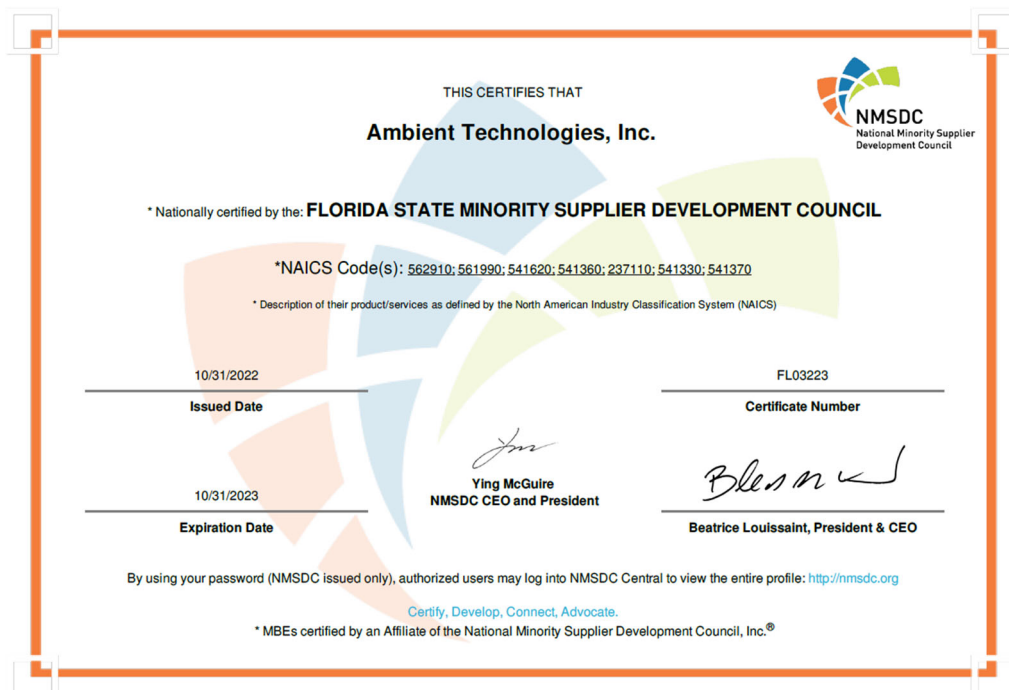
MC Squared, LLC shares Polk County's long-standing commitment to encouraging the utilization of Women and Minority Business Enterprises whenever possible. In-line with our previous submittals to Polk County and across the state of Florida, our assembled team of subconsultants meet that mark while also providing the same level of safety, quality, and "can-do" attitude that we expect of our own MC Squared staff.

For this proposal, we have included the following WBE/DBE/MBE partners along with their outlined services:

Company Name	Services Provided	Status
Ambient Technologies	Geotechnical Drilling, In-Situ Testing, Geophysical Services	MBE, DBE, SBE, SDB
Roberts Consulting Services	CEI Support, Quality Control Services, Construction Materials Testing	DBE

Copies of applicable certificates for each are included in this section of our proposal.

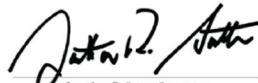




*State of Florida*  
**Minority Business Certification**

Ambient Technologies, Inc

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
08/12/2021 to 08/12/2023



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)



*Disadvantaged Business Enterprise*  
*Certificate of Eligibility*

Granted to

ROBERTS CONSULTING SERVICES INC

*It has been determined that the firm listed above has met the federal requirements in accordance with  
the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate  
in the Disadvantaged Business Enterprise Program in the State of Florida.*

NAICS CODES:

541611

Issue Date: September 10, 2013



VICTORIA V. SMITH  
Disadvantaged Business Enterprise Certification Manager  
Florida Department of Transportation



**MC Squared, LLC** understands that the key to successful project completion begins with a thorough understanding of the project scope. Under our previous Geotechnical Engineering and Materials Testing and Inspection services contract with Polk County, our team gained valuable project experience and built working relationships with a number of Polk County PM's including those from the Facilities Management, Roads & Drainage, and Utilities Divisions. Thus, anticipated project scopes and the needs of various Polk County Infrastructure Divisions are well understood. **MC Squared** knows that maintaining regular communication with the client throughout the project is the best approach to client satisfaction. Upon the initiation of a work order request our Contract Manager, Mr. Nick Diorio, PE, will meet with the County Project Manager to develop a mutual understanding of the extent of the County's needs and the scope of services the County is seeking. A clear understanding of expectations regarding present budgets, applicable construction costs, and time frames for deliverables will also be reached.

We feel our previous experience with the number and variety of types of projects we have worked on will help ensure the work is properly thought out, scoped, and executed. Following the issuance of a "Notice-to-Proceed", **MC Squared** will develop a schedule of in-house deadlines that will be used to track the project's progress. We will contact the permitting agencies as necessary, typically to perform work such as drilling or pavement coring within the right-of way, to obtain realistic timeframes for permit approval so we can accurately reflect these in our schedules. Additionally, regular status update meetings will take place between our Project Manager and county partners to ensure schedules and benchmarks continue to be met.

**Our project manager will promptly notify the county contact of any issues that could affect the budget or schedule on this project.**

During project progress meetings held with the County, the **MC Squared** project team will review all milestones and project tasks and provide an updated project status. All projected cash flows and invoices are reviewed with the County Project Manager prior to submittal to minimize errors. Any change in personnel will be submitted to the County for approval.

To ensure schedule disruptions are minimal, our team will continuously monitor the efforts of our staff and sub-consultants to ensure we maintain the established outline for the project. Weekly timesheets will be maintained by all employees and will be reviewed on a regular basis to document actual progress vs. scheduled progress.

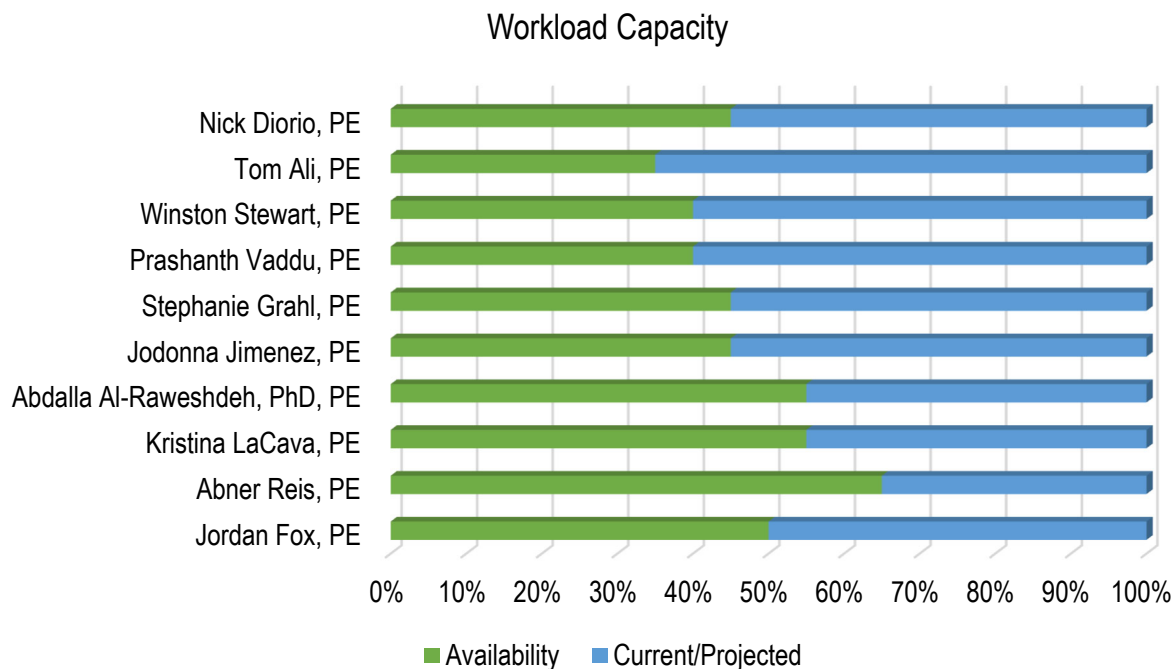
In case delays are detected, our PM will formulate an updated action plan and the County Project Manager will be immediately notified about the problem and the proposed action. **MC Squared** believes that the County, as a client, must not be delayed in receiving a submittal due to the lack of consultant resources needed to deal with impending deadlines. Once we give our commitment, it is our responsibility to manage our resources and ensure the County gets a quality product that is both on time and on budget.

Since our founding in 2001, **MC Squared** enjoys strong relationships with regulatory agencies within counties and districts across the state of Florida. This work includes the South and Southwest Florida Water Management Districts, FDOT District 1, 5, and 7, and Polk County itself. Through this experience, we are confident in the ability of our team to meet the standards and agency coordination efforts that are demanded of Polk County.

**MC Squared** does not have current or pending long-term contracts that would inhibit our capacity to properly service this Polk County contract. Our current project workload reflects our primary service areas of Geotechnical and Construction Materials Testing and Inspection services for local, county, and statewide municipalities that typically see project or task order completion within one month after notice to proceed. Our materials testing projects are typically on-going in nature and require testing as necessary through their duration, though we can ensure our staffing levels through our own processes and teaming efforts to maintain workflow across multiple projects at once.

We feel our pending level of availability would allow us to focus and act quickly on any Polk County request contained within this contract. Again, there are no current or projected long-term local projects which would preclude us from appropriately staffing the projects assigned under this contract and meeting the County's schedules for completing work orders.

The graphic below provides a summary of MC Squared's workload and our ability to provide services to Polk County under this contract:



MC Squared's Geotechnical and Construction Materials Testing and Inspection subject matter experts consists of 37 Engineers, 7 PhDs, 12 Professional Engineers, and 4 Geologists (3 Professional Geologists), supported by our in-house CMEC certified and FDOT validated laboratory. Our proximity to Polk County via our Tampa office, along with locations of our teaming partners, allows us to reach across Polk County for any request under this contract within a few hours.

### Survey Questionnaire – Polk County

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

To: Jay Jarvis, P.E. (Name of Person completing survey)  
Polk County Roads & Drainage (Name of Client Company/Contractor)  
 Phone Number: 863-535-2239 Email: jayjarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Pavement Evaluations

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$99,908.20 Ending Cost: \$99,908.20

Contract Start Date: December 2021 Contract End Date: March 2022

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

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

Printed Name of Evaluator Jay Jarvis, P.E.

Signature of Evaluator: 

Please fax or email the completed survey to: jfox@mc2engineers.com

**Survey Questionnaire – Polk County**

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

To: Jose Fernandez (Name of Person completing survey)

Polk County Roads & Drainage Division (Name of Client Company/Contractor)

Phone Number: 863-535-2200 Email: josefernandez@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Thornhill Road Bridge Replacement

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$28,523.94 Ending Cost: \$28,523.94

Contract Start Date: December 2021 Contract End Date: February 2022

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
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 Jose Fernandez, E.I.

Signature of Evaluator: Jose Fernandez

Digitally signed by Jose Fernandez  
Date: 2023.06.01 08:43:50 -04'00'

Please fax or email the completed survey to: jfox@mc2engineers.com



### Survey Questionnaire – Polk County

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

To: Jay Jarvis, P.E. (Name of Person completing survey)  
Polk County Roads & Drainage (Name of Client Company/Contractor)  
 Phone Number: 863-535-2200 Email: jayjarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Tillery Rd & Clubhouse Rd Drainage Improvements

Name of Vendor being surveyed: MC Squared, LLC

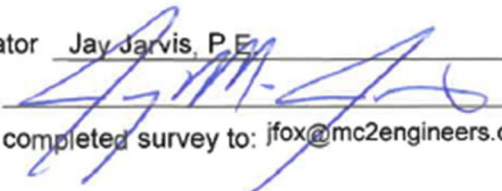
Cost of Services: Original Cost: \$19,808.34 Ending Cost: \$19,808.34

Contract Start Date: October 2020 Contract End Date: February 2021

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

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

Printed Name of Evaluator Jay Jarvis, P.E.

Signature of Evaluator: 

Please fax or email the completed survey to: jfox@mc2engineers.com

### Survey Questionnaire – Polk County

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

To: Jay Jarvis P.E. (Name of Person completing survey)

Polk County Roads & Drainage Division (Name of Client Company/Contractor)

Phone Number: 863-535-2323 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services for Eloise Loop Rd Drainage Improvements

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$12,708.30 Ending Cost: \$12,708.30

Contract Start Date: August 2021 Contract End Date: September 2021

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

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

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: jfox@mc2engineers.com

### Survey Questionnaire – Polk County

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

To: Jay Jarvis, P.E. (Name of Person completing survey)  
Polk County Roads & Drainage (Name of Client Company/Contractor)  
 Phone Number: 863-535-2200 Email: douggable@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Rolling Oaks Drainage Improvement Project

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$17,560.00 Ending Cost: \$17,560.00

Contract Start Date: March 2020 Contract End Date: July 2020

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

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

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: jfox@mc2engineers.com



**Survey Questionnaire – Polk County**

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

To: Joffrey Dirani (Name of Person completing survey)

Southland Holdings, LLC (Name of Client Company/Contractor)

Phone Number: 781-879-2517 Email: jdirani@southlandholdings.com

Subject: Past Performance Survey of Similar work:

Project name: Suntrax Connected/Automated Vehicle Test Facility

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$758,766.00 Ending Cost: \$758,766.00

Contract Start Date: December 2019 Contract End Date: February 2022

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

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

Printed Name of Evaluator Joffrey Dirani

Signature of Evaluator: Joffrey Dirani Digitally signed by Joffrey Dirani  
Date: 2023.06.02 12:00:39 -04'00'

Please fax or email the completed survey to: jfox@mc2engineers.com



### Survey Questionnaire – Polk County

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

To: Mike Stanley (Name of Person completing survey)

Gosalia Concrete Constructors, Inc. (Name of Client Company/Contractor)

Phone Number: 813-443-0984 Email: mstanley@gosaliaco.com

Subject: Past Performance Survey of Similar work:

Project name: Walk-in-Water Road Over Tiger Creek Bridge

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$14,360.00 Ending Cost: \$14,360.00

Contract Start Date: June 2021 Contract End Date: November 2021

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

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

Printed Name of Evaluator Michael K. Stanley

Signature of Evaluator: 

Please fax or email the completed survey to: jfox@mc2engineers.com

### Survey Questionnaire – Polk County

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

To: Rafael Samaniego (Name of Person completing survey)

Facilities Management Division (Name of Client Company/Contractor)

Phone Number: 863-344-2303 Email: rafaelsamaniego@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Loyce Harpe Skate Park

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: \$6,701.80 Ending Cost: \$6,701.80

Contract Start Date: October 2020 Contract End Date: December 2020

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
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)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
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 RAFAEL SAMANIEGO

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: jfox@mc2engineers.com



September 7, 2023

Mr. Doug Gable, PE  
Polk County Roads & Drainage Division  
330 Church St.  
Bartow, FL 33831-9005

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

Dear Mr. Gable:

MC Squared, LLC appreciates the opportunity to serve Polk County on the subject contract. Please find attached herein our Exhibit "B" Fee Schedule.

Please let me know if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Fox".

Jordan Fox, PE  
Department Manager, Geotechnical Services

**Exhibit "B"**  
**Fee Schedule**  
**Schedule of Rates**  
**Professional & Technical Services**  
**MC Squared, LLC**

<b>Title</b>	<b>Range of Raw Labor Rates</b>		<b>Range of Hourly Billing Rates</b>	
	<b>\$ per Hour</b>		<b>\$ per Hour</b>	
Project Manager	\$84.14	\$89.47	\$215.40	\$229.04
Chief Engineer	\$85.00	\$109.11	\$217.60	\$279.32
Senior Geotechnical Engineer	\$68.27	\$70.19	\$174.77	\$179.69
Geotechnical Project Engineer	\$47.45	\$61.06	\$121.47	\$156.31
Geotechnical Staff Engineer	\$38.00	\$48.83	\$97.28	\$125.00
Geologist	\$38.62	\$42.81	\$98.87	\$109.59
CADD Operator	\$21.29	\$28.05	\$54.50	\$71.81
Senior Field Inspector	\$25.48	\$42.81	\$65.23	\$109.59
CTQP Inspector - Level 1 (Soil/Concrete/Asphalt)	\$19.00	\$29.00	\$48.64	\$74.24
CTQP Inspector - Level 2 (Soil/Concrete/Asphalt)	\$25.48	\$42.81	\$65.23	\$109.59
Field Inspector/Technician	\$19.00	\$29.00	\$48.64	\$74.24
Clerical	\$24.00	\$29.00	\$61.44	\$74.24

Range of Hourly Billing Rates Based on Multiplier of 2.56

**Exhibit "B" (Continued)**

**LABOR MULTIPLIER CALCULATION**

Direct Labor	\$1.00
Payroll Burden/Fringe Benefits, Overhead/General/Administrative (124.11%)	\$1.24
FCCM (1.171%), Expenses (3.85%)	\$0.05
Subtotal	\$2.29
Profit (12%)	\$0.12
Total Multiplier	\$2.56

The above are based on FDOT Pre-Qualification letter of MC Squared, LLC and MC Squared, LLC overhead audit valid through June 30, 2024.

**Exhibit "B" (Continued)**

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

#	ITEM	Cost Per Unit	Unit of Measure
1	In-place density tests	\$29.33	Each - Min. 4 per Trip, exclusive of travel time.
2	Standard Proctor	\$172.48	Each
	Modified Proctor	\$174.90	Each
3	Limerock Bearing Ratio tests (3 points)	\$458.00	Each
4	Compressive strength of concrete cylinders (4 per set)	\$118.43	Set
5	Compressive strength of soil-cement pills (4 per set)	\$108.00	Set
6	Core drilling & soils analysis	Quote Per Project	Unit Dependent on Scope
	<b>STEEL INSPECTION</b>		
1A	Inspection of Welds & Bolt Torquing At Plant	\$92.00	Hour
1B1	Inspection of Welds & Bolt Torquing At Job Site - One (1) Man Inspection Crew	\$92.00	Hour
1B2	Inspection of Welds & Bolt Torquing At Job Site - Two (2) Man Inspection Crew	\$184.00	Hour
2	Reinforcing Steel Inspection	\$103.00	Hour
3	Nondestructive Testing of Steel & Connections	Quote Per Project	Unit Dependent on Scope
	<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>		
1	Standard Penetration Test Borings (ASTM D1586) (Minimum 50 feet per job)		
1A	0-50 foot depth interval	\$18.45	LF
1B	50-100 foot depth interval	\$23.04	LF
1C	100-125 foot depth interval	\$29.00	LF
1D	125-150 foot depth interval	\$35.00	LF
2	Solid Auger Stem Borings (minimum 100 feet per job)	\$14.36	LF
3	Manual Auger Borings	\$11.00	LF
4	Drill Service from Floating Platform	Quote Per Project	Unit Dependent on Scope

	<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>		
5	Rock Coring		
5A	0-50 foot depth interval	\$58.71	LF
5B	50-100 foot depth interval	\$67.64	LF
5C	100-125 foot depth interval	\$70.00	LF
5D	125-150 foot depth interval	\$75.26	LF
6	Installation of Steel Casing		
6A	0-50 foot depth interval	\$10.00	LF
6B	50-100 foot depth interval	\$12.00	LF
6C	100-125 foot depth interval	\$14.00	LF
6D	125-150 foot depth interval	\$17.00	LF
7	Ground Penetrating Radar	Quote Per Project	Unit Dependent on Scope
8	Cone Penetration Test	\$18.00	LF
9	Dilatometer Soundings	Quote Per Project	Unit Dependent on Scope
10	Atterberg Limits		
10A	Liquid Limit (LL) - Plastic Limit (PL)	\$119.00	Sample
10B	Shrinkage Limit (SL)	\$81.00	Sample
11	California Bearing Ratio (3 points)	\$458.00	Sample
12	Consolidation	\$581.17	Sample
12A	Consolidation with Reload	\$647.00	Additional Point Reload
13	Corrosion Resistance (pH and R)	\$114.00	Sample
13A	Corrosion Series (pH, R, SO, CL)	\$216.00	Sample
14	Field Density Tests (minimum 3 tests per trip	\$29.33	Each - Min. 4 per Trip, exclusive of travel time.
15	Florida Bearing Value (FBCV)	\$65.00	Sample
16	Florida Bearing Value Determination of Blend Proportions	\$216.00	Set of 3
17	Grain Size		
17A	Hydro Analysis	\$178.75	Each
17B	Sieve Analysis (Wash No. 200 Sieve)	\$70.00	Each
19	Limerock Bearing Ratio (LBR) (3 point)	\$377.00	Sample
20	Limerock Bearing Ratio (LBR) (5 point)	\$458.00	Sample
21	Moisture Content	\$17.00	Sample
22	Moisture Density Test		
22A	Standard Proctor	\$172.48	Each
22B	Modified Proctor	\$174.90	Each

	<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>		
23	Muck Probing		
23A	2 Man Crew	\$1,185.00	Day
23B	3 Man Crew	\$1,724.00	Day
24	Organic Content Determination	\$58.32	Sample
25	Monitor Well Installation includes permits, lithologic log, and report - 2" or 4" PVC with removable, water-tight plug		
25A	Hollow Stem Auger Boring	\$14.00	LF
25B	Casing: 2-inch PVC (site spec. may require stickup)	\$38.00	LF
25C	Casing: 4-inch PVC (site spec. may require stickup)	\$52.00	LF
25D	Casing: 2-inch Steel (site spec. may require stickup)	\$70.00	LF
25E	Casing: 4-inch Steel (site spec. may require stickup)	\$97.00	LF
25F	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail	\$33.00	LF
25G	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail	\$35.00	LF
25H	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail	\$46.00	LF
25I	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail	\$54.00	LF
25J	Filter Sand: Varies from approx. 30/65 to approx. 20/30	\$17.00	Per 50lb Bag
25K	Bentonite: Chips/Balls	\$27.00	Per 50lb Bag
25L	Bentonite: Slurry/Slurry by tremie pipe	\$9.00	LF
25M	Neat Grout	\$9.00	LF
25N	Protective Casing (Hinged top and lockable) w/ name plate	\$270.00	Each
25O	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)	\$270.00	Each
25P	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall/2-foot buried)	\$324.00	Each
26	Well Abandonment includes permits and report		



	<b>GEOTECHNICAL INVESTIGATIONS &amp; SOIL TESTS</b>		
26A	2-inch Well	Quote Per Project	Unit Dependent on Scope
26B	4-inch Well	Quote Per Project	Unit Dependent on Scope
27	Tracked-Mounted Direct Push Technology (DPT) Rig w/ all equipment and crew	Quote Per Project	Unit Dependent on Scope
28	pH	\$44.00	Each
29	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	\$539.00	Each
30	Permeability Tests - Laboratory		
30A	Granular Soil	\$324.00	Sample
30B	Cohesive Soil	\$413.88	Sample
31	Soil-Cement, Field Testing & Observation	\$70.00	Hour
32	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)	\$539.00	Mix
33	Soil Plate Load Test (ASTM)	Quote Per Project	Unit Dependent on Scope
34	Specific Gravity	\$114.89	Sample
35	Double Ring Infiltrometer Test	\$645.79	Each
36	Relative Density Test	\$81.00	Each
37	Triaxial Compression Test		
37A	3 Points	\$539.00	Each
37B	Additional Points	\$404.00	Per each add'l point
38	Unconfined Compression Tests	\$216.00	Each
39	Undisturbed Thin-Walled Tube Sampling	\$259.00	Each
40	Unit Weight	\$97.00	Each
41	Additional Split Spoon Samples	\$57.14	Each
	<b>ASPHALTIC CONCRETE INSPECTION SERVICES</b>		
1	Asphaltic Concrete Paving Plant Inspection	\$70.00	Hour
2	Asphalt Mix - Gradation	\$173.00	Each
3	Asphalt Mix - Bulk Specific Gravity	\$173.00	Each
4	Asphalt Mix - Gradation	\$173.00	Each
5	Asphalt Mix - Maximum Specific Gravity	\$189.00	Each
6	Asphalt Mix - Temperature	\$27.00	Each
7	RAP - Asphalt Binder Content	\$124.00	Each
8	RAP - Gradation	\$173.00	Each
9	RAP - Maximum Specific Gravity	\$189.00	Each

	ASPHALTIC CONCRETE INSPECTION SERVICES		
10	Coring Pavement for Density and/or Thickness	\$270.00	Per Mobilization
		\$200.00	Per Core
11	Asphalt Core Density (core provided by others)	\$92.00	Each
12	Gyratory Compaction for SuperPave AASHTO TP4-00	\$151.00	Per Pill
13	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563	\$124.00	Each
14	Asphalt Coring with DCP testing	\$300.00	Each
15	Mobilization of Auto DCP	\$250.00	Per Mobilization
	<b>CONCRETE TESTING</b>		
	<i>Concrete Aggregate Tests (FOB Lab)</i>		
1A	Sieve Analysis, Fine	\$92.00	Sample
1B	Sieve Analysis, Coarse	\$103.00	Sample
2	Absorption	\$38.00	Sample
3	Specific Gravity	\$76.00	Sample
4	Unit Weight	\$97.00	Sample
5	Material Finer than No. 200 Sieve	\$70.00	Sample
6	Organic (Color metric ASTM C-40)	\$81.00	Sample
7	Salt Content	\$297.00	Sample
8	Los Angeles Abrasion	\$539.00	Sample
9A	Soundness (5 cycle sodium sulfate)	\$647.00	Each (5-cycles)
9B	Soundness (5 cycle magnesium sulfate)	\$81.00	Each Gradation
10	Masonry Mortar strength Comparative, Sand or Water	Quote Per Project	Unit Dependent on Scope
	<i>Concrete Beams</i>		
11	Flexural Strength, Making & Testing (3 tests per set)	\$213.00	Set
	<i>Concrete Masonry Units or Prisms</i>		
12	Compressive Strength, ASTM C-140, 5 Specimens	\$108.00	Set
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	\$81.00	Set
14	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	Need correct ASTM	
15	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477 (FOB)	Need correct ASTM	

	<b>CONCRETE TESTING</b>		
16	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	\$93.00	Set
17	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	\$189.00	Set
	<i>Concrete Coring</i>		
18	Securing Structural or Pavement Cores, Compression Tests & Thickness	Quote Per Project	Unit Dependent on Scope
19	Coring Site Accessible - Does not include mobilization charge, staging and/or scaffolding, 4" diameter or smaller, 6" thickness or less	Quote Per Project	Unit Dependent on Scope
	<i>Grout Cubes</i>		
20	Making and Compression Tests of 2" Cubes from Job Site (set of 3)	\$97.00	Set
	<i>Concrete Cylinders</i>		
21	Making & Compression Tests of 6" x 12" Cylinders (Slump Test Included)	\$130.00	Set
22	Compression Tests of 6" x 12" Cylinders	\$92.00	Set
23	Extra Slump Tests	\$17.00	Set
24	Air Content Tests	\$27.00	Set
	<i>Concrete Design Mixes</i>		
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	Quote Per Project	Unit Dependent on Scope
26	Brush/Loss (for soil cement basis) ASTM Durarock & Pug Mix	Quote Per Project	Unit Dependent on Scope
27	Linear Shrinkage Tests of Concrete Block (ASTM 426)	Quote Per Project	Unit Dependent on Scope
28	Concrete Ready Mix Plant or Job Inspection	Quote Per Project	Unit Dependent on Scope
29	Pre-Fabricated Panel Tests, ASTM or FHA	Quote Per Project	Unit Dependent on Scope

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



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## EXHIBIT C

### Board of County Commissioners

#### REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying .....	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk .....	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Computer Services Non-reimbursable
5. Travel Expenses In accordance with Chapter 112.061, F.S.;  
and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS Actual Costs
7. Pre-approved Equipment Actual Costs  
(includes purchase and rental of equipment used in project)