

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and WSB LLC (the “Consultant”) a Minnesota limited liability company, headquartered at 219 N. Newnan Street, Fourth Floor, Jacksonville, FL 32202 whose Federal Employer Identification Number is 41-1820018.

WHEREAS, the County requires certain construction engineering and inspection services in connection with the County Road 557 widening project; and,

WHEREAS, the County has solicited for these services via RFP 25-388, 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 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County, and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 25-388, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Scope of Services (collectively, (i) (ii), and (iii) are “RFP 25-388”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not to exceed amount of \$7,671,349.67 stated in Exhibit "B" Task Fee Summary, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Task Fee Summary", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.3 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Roads and Drainage
3000 Sheffield Road
Winter Haven, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges.

Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.9 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

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 negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall 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 Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries
Reproduction
Sub-Consultant

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 any Project work for which the asset was

utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy,

the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

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 a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably

acceptable to County) 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 (including, without limitation, attorneys' 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, 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.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. 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 Consultant'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 Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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.

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

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:

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.

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)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

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.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 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 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 Consultants 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) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the 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. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

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 in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:

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

For Consultant:

WSB LLC
219 N. Newnan Street, Fourth Floor
Jacksonville, FL 32202
Attention: Roderick Myrick

22.0 Severability

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; 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. 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. 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.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County 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. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a limited liability company that is duly organized and existing in good standing under the laws of the State of Minnesota with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

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

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 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.

28.0 Waiver

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 of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

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.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant’s Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County’s request the Consultant shall remove without consequence to the County any of the Consultant’s contractors, sub-contractors, sub-consultants, agents or employees and replace

the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Chirs Nolen

Name: Udin Ogeer-Dwarica

Name: Rod Myrick

Name: Chris Hiehle

Name: Alison Lewis

Name: Siva Bathula

Name: Wilmer Sanabria

Name: Terrence Bates

Name: Luis Garcia

Name: Walter Baum

Name: Christian Day

Name: David Bain

Name: Steve Sherrouse

Name: Andy Dwarica

Name: Yoscar Martiz

Name: Jorge Rodriguez

32.0 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).

33. No Construction Against Drafter

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.

34. 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 THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago Ed. D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Norah Walker 12/15/25
County Attorney's Office Date

ATTEST:

By: *Jennifer Cummings*
PRINT NAME

WSB LLC,
a limited liability company

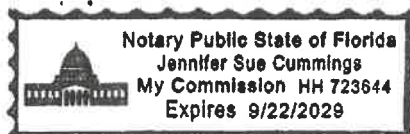
By: *Roderick Myrick*
Roderick Myrick, P.E.
PRINT NAME

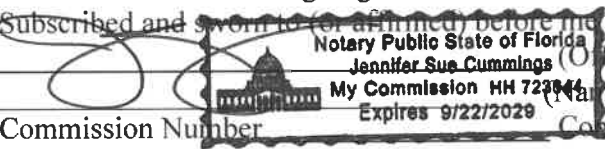
Vice President

TITLE

TITLE
Date: 12/17/2025

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY
STATE OF Florida County OF Duval
The foregoing instruments was acknowledged before me by means of ☐ physical
presence or ☐ online notarization this 12/17/2025 (Date) by Rod Myrick, P.E.
(Name of officer or agent) as Vice President (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 12/17/2025 (Date)
 (Official Notary Signature and Notary Seal)

Commission Number _____ Commission Expiration Date _____
HH 723644 9/22/2029

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 _____

Affidavit Certification Immigration Laws

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

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

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

Company Name: WSB LLC

Signature: _____

Title: VP of Transportation Southeast

Date: _____

7/3/25

State of: Florida

County of: Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Cory Nichols (name) as VP / Southeast (title of officer) of WSB LLC (entity name), on behalf of the company, who ☐ is personally known to me or ☒ has produced Florida Drivers License as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Harvey Hampton

Notary Commission Number and Expiration: HH 324974 10/23/2026

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

WSB LLC

NONGOVERNMENTAL ENTITY



SIGNATURE

Roderick Myrick, P.E.

PRINT NAME

Vice President

TITLE

12/17/2025

DATE

Exhibit Ai

RFP NOTICE

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

RFP Number and Title: 25-388, Construction Engineering & Inspection (CEI) Services for County Road 557

Description: Provide construction engineering and inspection services for the County Road 557 project as described in the RFP document.

Receiving Period: Prior to 2:00 p.m., Wednesday, July 16, 2025

Bid Opening: Wednesday, July 16, 2025, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions:

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Thursday, July 3, 2025, by 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 Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: RFP 25-388

RFP Title: Construction Engineering & Inspection (CEI) Services for County Road 557

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

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

Company Name: WSB LLC

Contact Name: Chris Hiehle, PE

Mailing Address: 2280 US Highway 92 E

City: Plant City, FL

State: Florida

Zip Code: 33563

Phone Number: 813.760.1289

Email: chiehle@wsbeng.com

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-388, Construction Engineering & Inspection Services for County Road 557” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	25-388
RFP Title	Construction Engineering & Inspection Services for County Road 557
Due Date/Time:	July 16, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

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

"RFP 25-388 Tab 1"

"RFP 25-388 Tab 2"

"RFP 25-388 Tab 3"

"RFP 25-388Tab 4"

"RFP 25-388Tab 5"

"RFP 25-388Tab 6"

"RFP 25-388Tab 7"

"RFP 25-388Tab 8"

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

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-388

Construction Engineering & Inspection Services for County Road 557

Sealed proposals will be received in the Procurement Division, Wednesday, **July 16, 2025, prior to 2:00 p.m.**

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

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

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

Questions regarding this RFP must be in writing and must be sent to Ken Brush, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Thursday, July 3, 2025, by 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 construction engineering & inspection services for “County Road 557,” the Project.

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 Consulting Agreement with one (1) firm.

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.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County’s public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

County Road 557 is a proposed four-lane urban collector roadway located to the north of Lake Alfred. The corridor limits of the Project are from the intersection of CR 557 @ W. Alfred St to just south of the interchange of I-4 and CR 557 (approximately 6 miles).

Polk County has identified the construction of County Road 557 as a priority given the population and employment growth projected for the region surrounding County Road 557. This expected growth is evident in the increased traffic demands on nearby roadways, and future development projects planned along the corridor.

SCOPE OF SERVICES

The scope of work is expected to include, but may not be limited to, construction contract administration, inspection services, monitoring the contractor's quality control process, coordinating and facilitating the County's quality assurance process, coordinating and facilitating the County's quality verification process (when required). The scope of work also includes coordinating the utility relocation efforts prior to and during construction.

CEI Services of County Road 557 (US 17/92 to I-4)

The construction of the County Road 557 Widening Project is from US 17/92 to just south of the CR 557 and I-4 Interchange will be managed by the County with assistance from a CEI firm. Segment One is intended to operate as a stand-alone project until the design of the other Segments can be finalized and constructed (approximately 6 miles).

AGREEMENT

The initial term of this agreement is estimated at three (3) years. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

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 Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

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

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

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

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

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants

that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

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

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

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

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

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

Tab 7 – Timely Completion 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 all projects identified under Tab 3.

- Completed surveys. (See Exhibit 1) Procurement will take the average of all three 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 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 7-11.

1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- | | |
|--|-----------|
| • Approach to Project (Tab 2) | 35 Points |
| • Experience, Expertise, (Tab 3)
Personnel, and Technical Resources | 35 Points |
| • Interaction w/ County & Regulatory (Tab 6)
Agencies | 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.

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.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

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.

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.

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 will 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 shall 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 may be 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, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, 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. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer 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 are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer 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.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal.

This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/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 copy of the Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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 ninety (90) 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.

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 <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

ATTORNEY'S FEES AND COSTS:

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

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

PUBLIC RECORD LAWS

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

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

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

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

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

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

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

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

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

- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
 - (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

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

Company Name: WSB LLC

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

TIN #: N/A

Address: 219 N. Newnan Street, Fourth Floor

City: Jacksonville, FL 32202

State: Florida

Zip Code: 32202

County: Duval

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

Contact Person: Roderick Myrick, PE

Phone Number: 561-632-5185

Cell Phone Number: 561-632-5185

Email Address: rmyrick@wsbeng.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: Minnesota

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (CEI Services for Hillsborough County Road), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

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

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

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

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

Preparing the Surveys

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

Survey Questionnaire – Polk County

RFP 25-388, Construction & Engineering Services for County Road 557

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

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

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

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

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

Company Name: WSB LLC

Signature: _____

Title: VP of Transportation Southeast

Date: _____

7/3/25

State of: Florida

County of: Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Cory Nichols (name) as VP / Southeast (title of officer) of WSB LLC (entity name), on behalf of the company, who ☐ is personally known to me or ☒ has produced Florida Drivers License as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Harvey Hampton

Notary Commission Number and Expiration: HH 324974 10/23/2026

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFQ 25-388 Construction Engineering & Inspection (CEI) Services for County Road 557

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

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

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

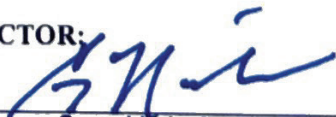
3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all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

Executed this 3 day of July, 2025

ATTEST:

By: 
 PRINTED NAME: Harvey Hampton
 Its: SEC

CONTRACTOR:

By: 
 PRINTED NAME: Cory Nichols
 Its: VP

June 19, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

**RFP 25-388, Construction Engineering & Inspection (CEI) Services for
County Road 557**

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: Current plans added to FTP site.

The current project specifications and plans have been added to the FTP site. However, the design consultant is working on combining the plans into one project and converting the intersection of CR 557 and Old Lake Alfred Rd from a roundabout to a signalized intersection.

To receive a copy of the specifications and plans 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 "**Bid 25-388, CEI Services for CR 557.zip**", select "Open" or "Save As" to download the specifications and plans. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: Roderick Myrick, PE

Title: VP of Strategy and CEI Southeast

Company: WSB LLC



RFQ 25-388

Construction Engineering & Inspection (CEI) Services for County Road 557

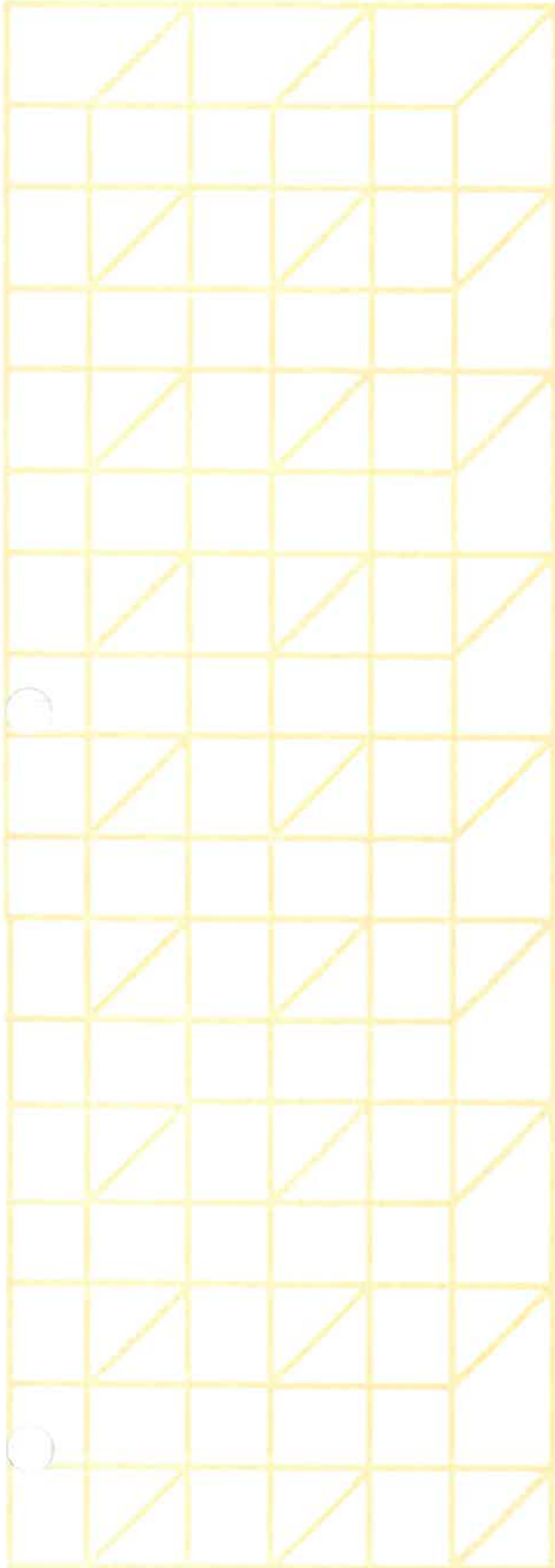
POLK COUNTY | DUE: JULY 16TH, 2025 | 2:00 PM

ORIGINAL



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Tab 1

Executive Summary

July 16th, 2025

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

REQUEST FOR PROPOSAL

25-388 Construction Engineering & Inspection (CEI) Services for County Road 557

WSB LLC is delighted to submit our qualifications in response to the REQUEST FOR PROPOSAL 25-388 Construction Engineering & Inspection (CEI) Services for County Road 557. WSB is a local FDOT prequalified professional engineering service provider in the required Major Work Groups 10.1 (Roadway Construction Engineering Inspection), 10.3 (Construction Material Inspection), and 10.4 (Minor Bridge and Miscellaneous Structures Construction Engineering Inspection). The WSB Team is excited to develop a true "partnering project culture" conducive to fostering a cooperative relationship amongst Polk County, the selected Contractor, and our CEI team.

We are pleased to offer our professional expertise to Polk County and will ensure the success of this contract; both from a construction administration and financial management perspective. We will operate as an extension of your staff to ensure that the County receives the product envisioned at project conception.

Our assembled team consists of highly qualified personnel with extensive roadway experience. Additionally, our firm and proposed personnel have completed many similar projects with many local municipalities directly and indirectly throughout the State of Florida including Polk County such as the Lake Wilson Road Widening Project.

Our proposed management team has thoroughly reviewed the Request for Proposal and are confident that we are the most qualified team to support the vision and needs of Polk County. Coupled with the professionals of our subconsultant partners, **Madrid** - Materials and Geotechnical, **KOW** - CEI, **NSI** and **CivilSurv** - Survey, **NADIC** - Geotechnical, and **Mainline** - CEI, we know our strong team will provide nothing short of excellent results for the county.

WSB is committed to the local community. As local residents, we understand the growth that has occurred in Polk County in recent years and projections in year to come. This project will not only increase vehicular capacity on the infrastructure, but will also improve accessibility to the I-4 corridor, where many residents commute on a daily basis. We have successfully managed and continue to manage numerous contracts with similar services for Counties, Cities, municipalities as well as every FDOT District and Florida's Turnpike, over the past decade, which means we have a thorough understanding of how these contracts work.

The main contact and office local to the County that will be utilized for this contract is:

Christopher Nolen, PE | Director/Senior Project Engineer | Central Florida Office

2280 US HIGHWAY 92 E | PLANT CITY, FL 33563 | EMAIL: CNOLEN@WSBENG.COM | PHONE: 863.651.9105

WSB is committed to achieving excellence in our service to Polk County. We achieve excellent customer service by being proactive, responsive, and transparent. Our team has the experience and qualifications to successfully support Polk County, and we look forward to the opportunity to work with you on this contract.

Sincerely,



Christopher Nolen, PE
Director/Senior Project Engineer

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

WSB LLC

Florida Headquarters Office:
219 North Newnan Street, 4th Floor
Jacksonville, FL 32202 | (904) 337-6324 | cnolen@wsbeng.com

Responsible Office for this Contract:

Central Florida Office
2280 US Highway 92 E
Plant City, FL 33563
Email: cnolen@wsbeng.com
Phone: 863.651.9105

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

WSB has been in business for 30 years first under the name WBS & Associates, Inc.
and for the last year and a half as WSB LLC.

c. State the number of full-time employees.

1500

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**

State of Florida Department of State

I certify from the records of this office that WSB LLC is a Minnesota limited liability company authorized to transact business in the State of Florida, qualified on September 29, 2023.

The document number of this limited liability company is M23000012528.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 12, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

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



Secretary of State

Tracking Number: 9755321130C11

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

<https://services.flcourts.org/Florida/CertificateOfStatus/CertificateAuthentication>

Licensee Information

Name: WSB LLC (Primary Name)
WSB (DBA Name)
Main Address: 701 XENIA AVE SOUTH
SUITE 300
MINNEAPOLIS Minnesota 55416

License Information

License Type: Engineering Business Registry
Rank: Registry
License Number: 36728
Status: Current
License Date: 01/26/2023
Expires:



June 30, 2025

Jon Orsini, CDD
WSB LLC
701 Xenia Avenue South
Suite 300
Golden Valley, MN 55416
jorsini@wsbeng.com

Dear Mr. Orsini:

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

2.0 - Project Development & Environmental (PD&E) Studies

3.1 - Minor Highway Design
3.2 - Major Highway Design
7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

8.2 - Geotechnical Classification Lab Testing
8.3 - Highway Materials Testing
8.4.1 - Standard Foundation Studies

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

13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering

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

For Title 23, U.S. Code 112, there are restrictions on sharing interest and rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carlynn.mcgovern@flcourts.com or by phone at 850-414-4887.

Sincerely,

Carlynn McGovern
Carlynn McGovern
Professional Services
Certification Administrator

2



Tab 2

Approach to the Project

2. Project Approach

APPROACH TO MANAGING THE CONTRACT

The first step to a successful project is a clear understanding of the project scope, contract document requirements, and owner's expectations. The WSB team has the experience, knowledge, skills, and ability to ensure the intent of the scope is constructed in compliance with the contract documents and Polk County's "first class" standards. Our team members have thoroughly reviewed the plans and conducted several site visits to fully understand the scope of work and develop an approach to mitigate potential challenges that may be encountered during construction.

We recognize the purpose of the proposed improvement is to increase vehicular capacity thus alleviating congestion due to the current and projected regional population growth. The existing CR 557 will be fully reconstructed from a two (2) lane undivided roadway to a four (4) lane divided roadway to a four (4) lane undivided roadway, with roundabouts at both Eastbound and Westbound Old Polk City Road, CR 557A, and Pine Tree Boulevard. The project will realign CR 557A to meet CR 557. The remaining portion of CR 557A will be converted into a dual-cul-de-sac access road for the existing residents and businesses. Other components include gravity walls, shared-use paths, sidewalks, landscaping, roadway lighting, and a signalized intersection at Evenhouse Road. The improvements span from W. Alfred St. to just South of I-4, providing much-needed relief for the local traffic demands.

PRE-CONSTRUCTION SERVICES:

Our services begin well before the commencement of construction. Our team stands ready to assist the Authority with finalization of contract documents and participate in the letting process. Our team will assist Polk County and EOR with providing responses to bid questions to ensure bidders have a clear understanding of the intended scope. For a project of this magnitude, we recommend the County facilitate a **PRE-AWARD MEETING** to discuss any ambiguities or concerns identified by the apparent low bidder. From this meeting, we will prepare the Memorandum of Agreement (MOA) to be incorporated into the construction contract detailing agreed clarities and/or solutions to concerns by both parties. Our team will facilitate the **PRE-CONSTRUCTION CONFERENCE** where the project is reviewed with the Contractor, Utilities, Project Stakeholders, and Emergency Services. We will convey general requirements of the contract and allow the Contractor to discuss their anticipated approach to the project. This meeting is beneficial for all parties to assemble and discuss general information, however this is only the beginning of critical communication that must take place throughout the project to ensure a successful project. Either prior to or soon after the Pre-Construction Conference, our team will schedule individual. **UTILITY**

COORDINATION MEETINGS, with the Contractor and utility owners to review commitments. These meetings will be important to ensure timely service from utility owners and clear understanding of special requirements.

CONSTRUCTION SERVICES:

The WSB team will provide proactive contract administration focused on timely issue resolution and prevention of delays and extra costs. We will minimize delays and additional costs through close communication and coordination with the Contractor, third party utility owners, permitting agencies, EOR, and Polk County. The importance of construction management, inspection, materials sampling and testing and all critical work items will be discussed at our weekly progress meetings, which will include but is not limited to, a two-week look ahead schedule, lane closure requests, utility updates and issues, environmental concerns, shop drawings, RFI's, status of work orders/supplemental agreements, and materials certifications.

Pre-Operation Meetings will also be held to review contract requirements and critical items specific to the operation. These meetings are important to ensure everyone is on the same playing field and eliminate incorrect assumptions from previous experiences that may not be applicable. We have used these meetings on our recently completed \$100M SR 429 Widening Project to allow the Contractor to walk the team through the operation and identify special MOT required. We expect the Contractor to be able to answer the who, what, where, when, and how questions prior to the operation. *We firmly believe good planning promotes safety, increases efficiency, and produces quality.*

The Contract Construction Schedule is one of the most important contract documents to understand, review and monitor throughout the life of the project. Chris Nolen, PE has extensive experience reviewing and analyzing Critical Path Method (CPM) schedules of similar magnitude. He has developed CPM schedules in excess of 900 activities on similar size projects.

Weekly Progress Meetings are conducted to discuss current and upcoming work activities, status of project issues, third party obligations, submittals and RFIs. These meetings provide opportunities for project stakeholders to further discuss matters of interest required to keep the project moving forward. Public information items are discussed and coordinated. Utility and adjacent project issues are discussed with the attending representatives. Any issues of significance that merit additional discussion are tabled until the end of the meeting; all non-relevant personnel are excused; and those individuals affecting the issue will discuss the issue in a round-table format producing an action item list of steps to resolve. We utilize an electronic process to accommodate efficient **administration services**.

Each submittal transmitted to our team including shop drawings, RFIs, pay requests and others will be documented, reviewed, and responded, as if deemed urgent. We use SharePoint and Bluebeam software to electronically disseminate information. If our team cannot provide the response or approval, we will forward the document to the appropriate party within 24 hours of receipt and follow through until a response is provided with a turnaround goal within 12 days, *(which we have met on average on the recently completed SR 429 Widening Project with over 280 RFIs and 230 Submittals)* pending the complexity and depth of review of the submittal. Our team consists of individuals that understand there may be variations from plans due to unforeseen or changed field conditions. We compile and update submittals including RFI's into our electronic plan set where all team members have access.

POST-CONSTRUCTION SERVICES:

Our team believes in the motto "begin with the end in mind". This mind set is necessary for the required preparation and organization to continuously process the cumulation of documents from Day 1. We are intimately familiar with the intended format of each final deliverables, such as *Final Estimate, Materials, As-Built Drawings, and Close-Out Documentation.*

CEI CONTRACT MANAGEMENT:

WSB will manage the CEI resources/budget by reviewing expenditures weekly/monthly and comparing them to the negotiated budget. Our staff enters time daily in Deltek Vantagepoint, allowing WSB to have a real time 'burn rate' for comparison to CEI budget, utilizing assumed subconsultant costs. We will closely monitor the 'burn rate' against the actual budget and adjust field inspection resources "as needed" such that we remain within the allocated budget throughout the contract. As such, personnel hours will be adjusted, as required, to stay within budgetary constraints to account for all CEI responsibilities. Another method commonly used is to stagger inspection hours to minimize (or eliminate) the need for overtime, while ensuring all construction operations are adequately covered by CEI inspection staff. Our monthly invoices consist of an actual and projection spreadsheet to maintain a *complete fiscal picture of the financial status every month.*

KEY PROJECT CONTROL ITEMS:

Public Awareness/Outreach:

- Provide public information and outreach throughout the duration of the project.
- Meet with the County Project Manager (CPM), prior to construction to develop a project-specific plan.
- Send regular project notifications in coordination with the CPM.
- Attend any other special meetings to ensure the public is properly engaged/informed.

Maintenance of Traffic:

- Ensure the correct MOT is selected for the appropriate application.
- Meet FDOT/MUTCD requirements
- Minimize impacts to the public and business owners
- Daily on-site reviews of MOT for safety and clarity for motorists

Ensure Environmental, State, and Utility Permitting Obligations are met:

- Ensure Wetlands are delineated, and sediment is controlled.
- Verify the Contractor has secured the appropriate ACOE Permits.
- Ensure permit conditions are maintained.

Pre-Construction Investigations and Modeling:

- Use of Digital Construction Management, including 3-D Modeling through our partner services with Bentley and the Synchro Suite of tools
- Use of Trimble GPS Rovers to ensure accurate contractor and Utility Verification and subsoil documentation
- Identify conflicts in advance, ensure that Utilities are relocated to the planned locations.

Oversee Contractor Operations:

- Conduct Pre-Construction Meeting and Progress Meetings
- Conduct Pre-work Meetings prior to beginning major activities: For example: MOT, Utility, Embankment, Drainage, Signal, and Asphalt

Inspection and Materials:

- Project video and pictures prior to construction and at each phase of construction
- Soil survey during unsuitable soil removal
- Perform construction inspection services and maintain Daily Work Reports
- Weekly progress photos
- Perform and maintain records of materials testing and materials certifications

CPM Schedule Review:

- Baseline detailed schedule review
- Monthly schedule update review

Final Inspection and Project Closeout:

- Complete Final Inspections with the County
- Final Material Certification
- Review Contractor-supplied As-Builts for conformance.
- Final project documents/records completion and delivery
- Prepare Offer of Final Payment
- Certification of Final Estimate

EXPERIENCE ON SIMILAR PROJECTS:

The proposed team is comprised of key team members that completed the Lake Wilson Road project. The Lake Wilson Road project involved extensive Utility relocation, necessitating considerable coordination and communication with Utility companies. We have established excellent relationships with the Utility company's local representatives and their contractors through partnering. These relationships yield results on every project through prompt response times and effective issue resolution. Mr. Hiehle is well fit to lead this effort given his experience in utility permitting and utility coordination given his experience as FDOT Permits Manager over six (6) counties in Central Florida, as well as construction utility coordination through contract administration. As a lesson learned, during utility relocation before construction, we will provide survey, through staking and spot checks, to confirm the accuracy of the relocated lines.

Although drone usage is no longer the innovative tool it once was, the WSB team consistently utilizes drones to capture big-picture photos of issues and create time-lapse videos of job progression, as well as pre-construction condition documentation. We also use them to create a timelapse of the job's progression, as well as a pre-construction video.

We plan to administer this project in the same fashion as the Lake Wilson Road widening project to deliver a project on time and within budget. That project was nearly **\$1 million under budget**, thanks to efficient tracking and negotiating of extra work, unforeseen conditions, and plan revisions. The CEI was able to complete their services within the initially proposed budget, including additional contract time, through efficient resource management and followed through with commitments to the County after final payment to the contractor.

SPECIFIC ABILITIES AND INNOVATIVE APPROACHES:

Our team also has a depth of knowledge and experience with Utility Work by Highway Contractor, having completed the Lake Wilson Road Widening project, in which UWHC was a major portion of the project. They installed miles of force main, potable watermain and reclaim watermain for both Polk County Utilities and the Tohopehika Water Authority. They are knowledgeable of the components and requirements for the successful installation of such systems.

We look forward to bringing the use of Digital Construction Management (DCM) powered by the SYNCHRO suite of tools to this Polk County Project. This includes the Control and Field applications, which give all stakeholders access to the project information they need to make good decisions. As a single login, cloud-based, mobile-enabled and web-accessible system, you can access all project documentation anywhere, anytime, and from any device. DCM is a decisive step forward in how we serve our clients and make sure the best information is available to those who need

it in a timely way. Our approach will further connect the 3D design to the plans, specifications, contract inspections, photos, and contractor-produced data to ensure all parties remain aligned. We will publish the contractor model along with all design data. Used in conjunction with our Trimble Catalyst GPS Survey rovers to perform real-time survey grade data collected on all project excavation and embankment. Our team has proven workflows measuring cut/fill quantities in the field, exporting the data to our Digital Construction Management team, running as-constructed cross sections, and generating "actual" earthwork tabulations. We have the ability to validate the surface models used for machine control and the design model used for plan production prior to the work being complete. This means we have control of the work and have validated the contractor's approach to work prior to construction. This will help avoid costly miscommunication and misunderstanding. It will also allow us to pre-plan along with the contractor and understand how the work will be built – not just when it will be built.

Subsoil: The following is rather elaborate for one pay item; however, we feel this area of the bid carries the highest risk potential on this project. Subsoil is a measured quantity, is uniquely quantified with survey rather than truck volume or weight and is subject to observational bias. A true determination of unsuitable material can only be done using lab testing, however the decision to remove more material or less must be made right there onsite during excavation operations.

There are opportunities for the contractor to fabricate data in addition to removing more material than necessary, especially when there is an attractive bid item price. According to the summary of quantities, there are 155K cubic yards of subsoil or unsuitable material. That is 9K standard dump truck loads out and 9K truck loads replaced with embankment. With 10 trucks a day running 5 loads out and 5 loads in each day, it would take 172 shifts in total to complete this operation. This puts the size of this project element in perspective. At the statewide average of \$21.87/CY for subsoil and \$18.38/CY for embankment, this amounts to over \$6M, a significant percentage of the contract alone. While reviewing the plans, we've discovered inconsistencies in the way the subsoil is quantified. In some sections, the depth of the stratum 5 in the center boring is utilized at an even elevation, across all existing soil. Some locations connect the elevations for multiple stratum 5 borings. Some locations utilize only half of the section between a center and a boring on one side. Some sections have subsoil lines that do not correspond to the bottom of stratum 5. We have access to Trimble GPS rovers and will document the cross-section surveys alongside the contractor to provide accurate information for measuring subsoil. This is especially important for the surcharge areas to ensure the proper settlement.

Additionally, we will take frequent samples during removal when the operation begins. We will then have the organics and sieve data to compare to the actual

visual, feel and smell to make more accurate decisions to remove more or less material. This could result in substantial savings for the County.

APPROACH TO QUALITY CONTROL/QUALITY ASSURANCE:

Our commitment to quality is demonstrated by our in-depth Quality Control/Quality Assurance (QC/QA) program. Our program extends beyond the typical reviews performed by individuals not involved in the day-to-day grind of the project. The core of our program involves weekly and monthly discussions among our key team members and Contractor counterparts. Our program addresses the following elements: Quality Control of Contractor Deliverables and Installation as well as Quality Assurance of CEI Services.

Our dedicated internal Quality Assurance group is led by Udin Dwarica-Ogeer, and supplemented by key individuals with expertise in various disciplines anticipated on this contract. After project award, we will create a project specific QC/QA Plan emphasizing measurable performance goals and demonstrating how inspections, sampling/testing and reporting efforts are to be checked and back checked continually throughout the project. Upon completion of each review, a report will be generated and reviewed by our SPE to ensure conformance with the Agreement. The final report with any corrective actions will be shared with the County Project Manager promptly. Implementation of lessons learned is key to continued success in our industry. We understand quality control does not just occur during these formal reviews; however, it stems from day-to-day communication and implementation of best practices. We will provide daily oversight and reporting of all Contractor-related operations and proactively highlight critical project elements that may cause cost or time overruns to the County Project Manager with recommendations of resolution. These methods have proven to ensure operations occur cost-effectively and without delays. Below is our step-by-step approach to Quality Control for this contract:

Step One: Submittal of Quality Control (QC) Plan

- a. Within fifteen (15) days after issuance of the Notice to Proceed, WSB shall furnish a QC Plan to the County Project Manager. This will be a living document that WSB will maintain with current work requirements while managing the subconsultants' scope with due diligence.
- b. WSB will provide an independent QC Organization and define each responsibility and authority commensurate with their knowledge, skills, and abilities.
- c. WSB will maintain records for all inspections (onsite and offsite) – our team will detail the specific inspection components for each respective work item.
- d. Our project team lead representative will review and certify that all tests have been performed and report any discrepancies to the Owner and Contractor for immediate remedy.

Step Two: Identification of High-Risk and/or Critical Project Elements

Our project team will develop an internal risk matrix and utilize this document to ensure that our staff, from SPE to Inspector onsite each and every day, are cognizant of the challenges for the Project Team – including Owner (Polk County), the Contractor (with any subcontractors), Stakeholders, and CEI personnel. Below are sample elements identified as high-risk or needing special attention during some of our previous projects:

Step Three: Familiarity with Contract Documents, Provisions, and Requirements:

The project team will utilize the Contract Documents to execute the contract's intent from both an administrative and technical standpoint. Our team has reviewed all available documents and will review every contract document, summarizing submittal requirements, detailing on-site and off-site inspection requirements, developing a database for all samples and test results, and reviewing the Contractor's baseline schedule to ensure it includes activities and relationships with reasonable durations and adequate sequence to administer the job successfully. Our team will utilize the FDOT Construction Project Administration Manual (CPAM) as a guideline for communication, documentation, and enforcement of FHWA requirements throughout the contract while adopting specific Polk County standards, specifications, methods, and policies.

CORPORATE COMMITMENT:

WSB is committed to Achieving Excellence and genuinely exceeding Polk County's expectations.

We strive to develop a true "partnering project culture" conducive to fostering a cooperative relationship between Polk County, the Contractor and CEI. **Our team will operate as an extension of your staff to ensure that your team receives the product envisioned at project conception.** We understand the day-to-day communication will be directly with our team's Senior Project Engineer, Chris Nolen, P.E., and Project Engineer, Chris Hiehle. It is their responsibility for managing the overall project success. As with all our projects, we will focus on customer service, timely project delivery and accurate documentation of the project improvements. We are committed to delivering responsive, effective and innovative engineering services, and are eager to have this opportunity to work for Polk County.

Our team's success is extremely important to our firm, thus **Roderick Myrick, P.E. (Vice President of the Southeast Region)** and **Cory Nichols, P.E. (Vice President Transportation)** will stay abreast of the progress and provide engineering support as needed.



Tab 3
Experience, Expertise,
Personnel and Technical
Resources

SIMILAR PROJECT EXPERIENCE

A. CLIENT:

Lake Wilson Road Widening Project | Polk County

B. SIZE AND COST OF THE PROJECT:

Project Total Cost: \$19,156,928.72

Project Total Duration: 819 Days

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS:

Jay Jarvis, P.E.

Director, Polk County Roads & Drainage Division

3000 Sheffield Road

Winter Haven, FL 33860

863-535-2200

jayjarvis@polk-county.net

D. DATE PROJECT WAS COMPLETED OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE:

Original Completion Date: March 24, 2024

Final Completion Date: September 08, 2024

E. THE NATURE OF THE FIRM'S RESPONSIBILITY ON THE PROJECT; Provide full service CEI services as Prime Consultant.

F. IDENTIFY THE KEY STAFF AND THEIR ROLE IN EACH PROJECT;

Chris Hiehle – Project Engineer

Luis Garcia – Senior Inspector

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE;

N/A

H. PROVIDE THE ORIGINAL BUDGET AND THE FINAL BUDGET OF THE PROJECT. EXPLAIN THE REASON(S) FOR DIFFERENCES, SUCH AS OWNER REQUESTED CHANGE, CONTRACTOR CLAIM, AND INSUFFICIENT PLANS AND SPECIFICATIONS.

Original Construction Budget: \$19,204,371.81

Final Construction Budget: \$20,248,205.05

• Additional Work for Utility Owner: \$357,783.68

• Owner Requested Plan Revision No(s). 1 - 3: \$686,049.56.

Final Construction Cost: \$19,156,928.72

Amount Under Budget: \$1,091,276.33

I. TIME EXTENSIONS:

95 Days added due to Inclement Weather

74 Days added due to Change Orders



SIMILAR PROJECT EXPERIENCE

A. CLIENT:

SR 429 Widening from Tilden Rd. to Florida's Turnpike | Central Florida Expressway Authority

B. SIZE AND COST OF THE PROJECT:

Project Total Cost: \$102,722,961.29

Project Total Duration: 1001 Days

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS:

Jack Burch, P.E.
Director of Construction
4974 Orl Tower Rd
Orlando, FL 32807
407-690-5000
jack.burch@cfxway.com

D. DATE PROJECT WAS COMPLETED OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE:

Original Completion Date: September 17, 2024

Final Completion Date: February 25, 2025

E. THE NATURE OF THE FIRM'S RESPONSIBILITY ON THE PROJECT; Provide full service CEI services as Prime Consultant.

F. IDENTIFY THE KEY STAFF AND THEIR ROLE IN EACH PROJECT;

Chris Nolen, P.E. - Senior Project Engineer
Luis Garcia - Senior Inspector
Terrence Bates - Senior Inspector

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE; N/A

H. PROVIDE THE ORIGINAL BUDGET AND THE FINAL BUDGET OF THE PROJECT. EXPLAIN THE REASON(S) FOR DIFFERENCES, SUCH AS OWNER REQUESTED CHANGE, CONTRACTOR CLAIM, AND INSUFFICIENT PLANS AND SPECIFICATIONS.

Original Construction Budget: \$97,659,429.92

Final Construction Budget: \$102,722,961.29

• Expenses & Reimbursements per Specifications:
\$1,507,461.83

• Owner Requested Alteration of Work: \$1,169,980.90

• Unforeseen Additional Work: \$1,710,364.36

• Owner Requested Added Scope: \$675,724.28

Final Construction Cost: \$102,722,961.29

Amount Over Budget: \$5,063,531.37

I. TIME EXTENSIONS:

130 Days added due to Areawide Material Shortage

23 Days added due to Owner Requested Scope

8 Days added due to Hurricane Impacts



SIMILAR PROJECT EXPERIENCE

A. CLIENT:**SR 25/500/US 441 Roadway Improvements | Florida Department of Transportation****B. SIZE AND COST OF THE PROJECT:**

Project Total Construction Cost: \$15,496,658.18

Project Total Duration: 1006 Days

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS:

Kenneth Campbell, P.E.

FDOT Ocala Operations Construction Engineer

627 NW 30 Avenue Ocala, FL 34475

352-895-4067

Kenneth.Campbelljr@dot.state.fl.us

D. DATE PROJECT WAS COMPLETED OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE:

Original Completion Date: October 27, 2021

Final Completion Date: October 13, 2023

E. THE NATURE OF THE FIRM'S RESPONSIBILITY ON THE PROJECT;
Provide CEI services as Prime Consultant.**F. IDENTIFY THE KEY STAFF AND THEIR ROLE IN EACH PROJECT;**

Chris Nolen, P.E. - Senior Project Engineer

Luis Garcia - Senior Inspector

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE;

N/A

H. PROVIDE THE ORIGINAL BUDGET AND THE FINAL BUDGET OF THE PROJECT. EXPLAIN THE REASON(S) FOR DIFFERENCES, SUCH AS OWNER REQUESTED CHANGE, CONTRACTOR CLAIM, AND INSUFFICIENT PLANS AND SPECIFICATIONS.

Original Construction Budget: \$15,664,444.44

Final Construction Budget: \$15,673,235.81

• Unforeseen Additional Work: \$8,791.37

Final Construction Cost: \$15,673,235.81

Amount Over Budget: \$8,791.37

I. TIME EXTENSIONS:

80 Days added due to Inclement Weather and Holidays

4 Days added due to Unforeseen Additional Work

634 Days assessed for Liquidated Damages due to Contractor Default



SIMILAR PROJECT EXPERIENCE

A. CLIENT:

SR 528 / Innovation Way Interchange | Central Florida Expressway Authority

B. SIZE AND COST OF THE PROJECT:

Project Total Construction Cost: \$62,320,816.49

Project Total Duration: 642 Days

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS:

Jack Burch, P.E.
 Director of Construction
 4974 Orl Tower Rd
 Orlando, FL 32807
 407-690-5000
 jack.burch@cfxway.com

D. DATE PROJECT WAS COMPLETED OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE:

Original Completion Date: March 27, 2018

Final Completion Date: July 24, 2018

E. THE NATURE OF THE FIRM'S RESPONSIBILITY ON THE PROJECT; Provide full service CEI services as Prime Consultant.

F. IDENTIFY THE KEY STAFF AND THEIR ROLE IN EACH PROJECT:

Chris Nolen, P.E. - Senior Project Engineer

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE:

N/A

H. PROVIDE THE ORIGINAL BUDGET AND THE FINAL BUDGET OF THE PROJECT. EXPLAIN THE REASON(S) FOR DIFFERENCES, SUCH AS OWNER REQUESTED CHANGE, CONTRACTOR CLAIM, AND INSUFFICIENT PLANS AND SPECIFICATIONS.

Original Construction Budget: \$62,452,032.01

Final Construction Budget: \$62,320,816.49

• Expenses & Reimbursements per Specifications: \$385,886.53

• Owner Requested Alteration of Work: (-\$527,414.30)

Unforeseen Additional Work: \$10,312.25

Final Construction Cost: \$62,320,816.49

Amount Under Budget: \$131,215.52

I. TIME EXTENSIONS:

12 Days added due to Hurricane Impacts



SIMILAR PROJECT EXPERIENCE

A. CLIENT:

US 92 at Wabash Ave Interchange Improvements | City of Lakeland

B. SIZE AND COST OF THE PROJECT:

Project Total Cost: \$1,400,000.00

Project Total Duration: 150 Days

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS:

Greg James, MBA, CPM,
Assistant Director, Public Works Department
228 South Massachusetts Avenue
Lakeland, Florida 33801
863-834-8440
Greg.James@lakelandgov.net

D. DATE PROJECT WAS COMPLETED OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE:

Original Completion Date: September 08, 2021

Final Completion Date: September 08, 2021

E. THE NATURE OF THE FIRM'S RESPONSIBILITY ON THE PROJECT;

Provide full service CEI services as Prime Consultant.

F. IDENTIFY THE KEY STAFF AND THEIR ROLE IN EACH PROJECT;

Chris Nolen, P.E. - Senior Project Engineer

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE;

N/A

H. PROVIDE THE ORIGINAL BUDGET AND THE FINAL BUDGET OF THE PROJECT. EXPLAIN THE REASON(S) FOR DIFFERENCES, SUCH AS OWNER REQUESTED CHANGE, CONTRACTOR CLAIM, AND INSUFFICIENT PLANS AND SPECIFICATIONS.

Original Construction Budget: \$1,400,000

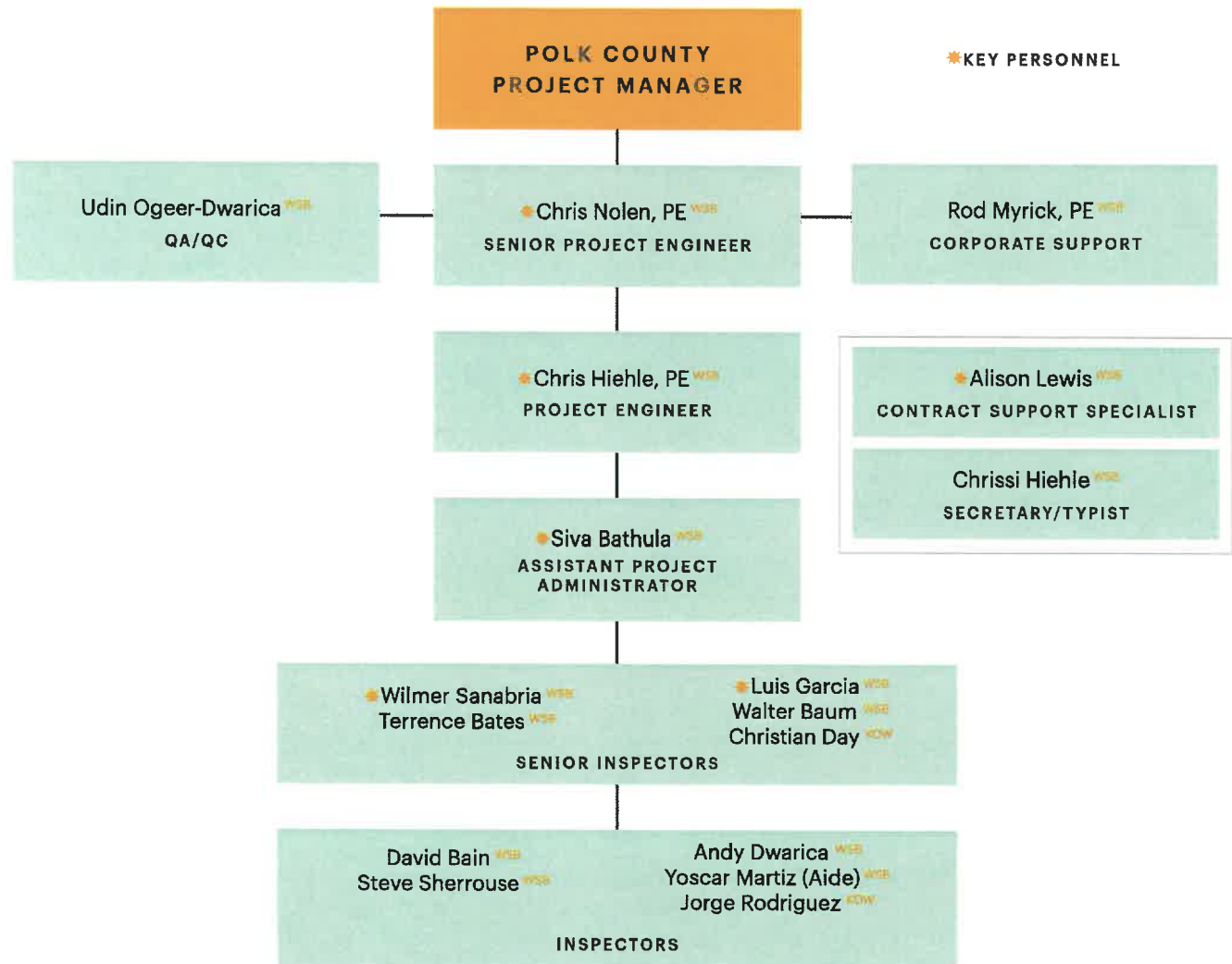
Final Construction Budget: \$1,400,000

I. TIME EXTENSIONS:

None



Organizational Chart



LOCAL FIRM

Support Services

TEAM



Madrid • Materials & Geotechnical (MBE) ^L



KOW • CEI (DBE, MBE, SBE)



NSI • Survey (SBE) ^L



NSI • Survey (W/MBE, DBE, MBE, SBE)



Nadic • Geotechnical (W/MBE)



Mainline • CEI Support (W/MBE, SBE)*



Christopher Nolen, PE

40%
Available

SENIOR PROJECT ENGINEER

Christopher is an experienced professional in the Construction Engineering and Inspection Industry with a track record of success over the past 18 years. Christopher takes a proactive and transparent approach to the overall project administration, oversight, and coordination of all phases of construction. He is experienced in issue resolution, CPM schedule analysis, claims analysis, utility coordination, permitting compliance, contract modification, payment applications, constructability reviews, material testing, quality assurance, and quality control.

YEARS WITH FIRM:
6 Years

OFFICE LOCATION:
Plant City, FL

REGISTRATION:
Professional Engineer
FL # 74690

TIN# N45010782

EDUCATION:
ME in Civil Engineering,
University of Florida, FL, 2010

BS in Civil Engineering,
University of Florida, FL, 2007

CERTIFICATIONS
Critical Structures

TTC/MOT Advanced

FDEP Stormwater, Erosion,
and Sedimentation Control
Inspector

Nuclear Radiation Safety /
HazMat

CFX - CCTV System and
Lowering Device Certification

CFX - Vanguard Maintenance
and Software Training

CTQP Asphalt Paving Level 1

CTQP Asphalt Paving Level 2

CTQP Final Estimates Level 1

CTQP Final Estimates Level 2

CTQP QC Manager

SR 429 Widening from Tilden Rd to Florida's Turnpike | Orange County, FL

CLIENT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

PROJECT DURATION: MAY 2022 - FEB 2025

PROJECT COST: \$102M

Senior Project Engineer - The work consists of widening SR 429 from Tilden Road to Florida's Turnpike from four (4) general use lanes to six (6) general use lanes. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. Also included is the widening of the mainline bridges within the project limits to accommodate the appropriate shoulder widths, additional general use lanes, and ramp modifications as shown in the bidding documents. The work also includes, but is not limited to, construction of sound barriers, overhead sign structures, and intelligent transportation systems infrastructure in Orange County.

I-4 Florida's Regional Advanced Mobility Elements (FRAME) | Contracts T75483 and E7P15 | Hillsborough, Polk, Orange, and Osceola Counties, FL

CLIENT: FDOT DISTRICT 7

PROJECT DURATION: NOV 2022 - SEPT 2025

PROJECT COST: \$20M

Senior Project Engineer - The improvements of the SR 400 (I-4) Florida's Regional Advanced Mobility Elements (FRAME) project extend over 200 miles including the installation of roadside units (RSUs) that include dual-mode Dedicated Short-Range Communications (DSRC) and Cellular Vehicle-to-Everything (C-V2X) radios. The installation of RSUs will allow for the transmission of Signal Phase and Timing (SPAT) data, CV emergency vehicle preemption (EVP), and CV transit signal priority (TSP) applications. US 441 Milling and Resurfacing | Marion County, FL

US 441 Milling and Resurfacing | Marion County, FL

CLIENT: FDOT DISTRICT 5

PROJECT DURATION: JAN 2021 - JUL 2023

PROJECT COST: \$15M

Senior Project Engineer - The improvements under this federally funded contract consist of 15 miles of milling and resurfacing, shoulder and turn lane widening, pedestrian, signal, and lighting improvements on SR 25/500/US 441. Also included in this contract are turn lane, median, and drainage improvements to be performed under FPID 435686-1.

SR 528/Innovation Way Interchange | Orange County, FL

CLIENT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

PROJECT DURATION: JUN 2016 - JUL 2018

PROJECT COST: \$62M

Senior Project Engineer - This project included a funding agreement requirement between Central Florida Expressway Authority, Orange County and Suburban Land Reserve as well as JPA Utility Work by Highway Contractor (UWHC) with Orange County Utilities Department. The project consisted of a new partial cloverleaf interchange between SR 528 and Innovation Way including the construction and widening of Orange County roadways; massive earthwork; drainage; 7 retention ponds; 4 new bridges consisting of various size FIBs as well as 2 post-tension straddle bents; widening the existing SR 528 bridge over ICP; 2 new ramp toll plazas including AET; 7 MSE retaining walls; cantilever sign structures; signing and pavement markings; signalization; lighting; ITS; utility relocations; milling and resurfacing; JPA-UWHC including water main, reclaimed water main, force main, and gravity sewer.



Chris Hiehle, PE

PROJECT ENGINEER

100%
Available

Chris has 18 years of experience in all aspects of transportation operations. Chris takes an innovative approach and focuses on the long-term maintenance of each project. He partners with stakeholders ranging from local municipalities, permitting agencies, and contractors. He successfully developed MOA agreements during his time with the FDOT Heartland Operations Office in District One. Through this effort, a mutually beneficial relationship between local government agencies and FDOT was strengthened. Chris supervised a staff of contract coordinators and inspectors overseeing the maintenance work program for six counties. He has administered many construction contracts and has experience in issue resolution, CPM schedule analysis, claims analysis, utility coordination, permitting compliance, contract modification, payment applications, constructability reviews, material testing, quality assurance and quality control.

YEARS WITH FIRM:
4 YEARS

OFFICE LOCATION:
Plant City, FL

REGISTRATION:
Florida Professional Engineer
License No.: 88501

TIN#H40011675

EDUCATION:
BS in Civil Engineering,
Tennessee Technological
University

CERTIFICATIONS:
MOT/TTC Advanced

FDEP Stormwater, Erosion,
and Sedimentation Control
Inspector

S-632. A: Intro to Debris
Operations

G/K/L 202 – Debris Management
Planning for State, Local and
Tribal Officials

Asphalt Paving Level 1 Asphalt
Paving Level 2

Earthwork Construction
Inspection Level 1

Earthwork Construction
Inspection Level 2

Final Estimates

Lake Wilson Road Widening | Polk County, FL

CLIENT: POLK COUNTY
PROJECT DURATION: JUN 2022 - SEP 2024
PROJECT COST: \$18M

Project Engineer - The scope of this project includes widening and reconstruction of Lake Wilson Rd from Ronald Reagan Pkwy to CR 532, including all new drainage, ponds, signals and signing and striping. Duties for this project include managing the installation of Polk County Utility's Potable Water Main, Force Main, and Reclaim water main. Also, the installation of Potable Water mains and Reclaim Water Mains for Toho Water Authority. Coordinating the 17 Utilities' relocation efforts, including multiple natural gas Utilities, Distribution and Transmission line movement with Duke Electric, and a plethora of communication utility relocations, holding utility relocation meetings, shop drawing reviews, coordination for environmental permits, assistance with upcoming plan revisions and coordinating ROW stakeouts.

SW 170TH Street (CR 241) Widen & Resurface from Levy County Line to South of Archer (LAP)

CLIENT: ALACHUA COUNTY
PROJECT DURATION: SEP 2024 - APR 2025
PROJECT COST: \$3.5M

Senior Project Engineer - This project consists of milling and resurfacing the existing roadway, widening, paving existing driveways and turn-outs, replacing damaged side drains and cross drains, installing appropriate end treatments, and updating signing and pavement markings. This is a LAP project funded through FDOT.

CR 161 Point Milligan Rd. | Gadsden County, FL

CLIENT: GADSDEN COUNTY
PROJECT DURATION: FEB 2022 - AUG 2022
PROJECT COST: \$2.9M

Senior Project Engineer - The scope of this project includes widening and installation of paved shoulders, milling and resurfacing of Point Milligan, including drainage improvements, and signing and striping. Duties for this project include issue resolution, construction coordination, claims review and analysis, quality assurance and quality control.

Potter Woodberry Rd | Gadsden County, FL

CLIENT: GADSDEN COUNTY
PROJECT DURATION: JAN 2022 - MAR 2022
PROJECT COST: \$1.4M

Senior Project Engineer - The scope of the project includes the widening and resurfacing of Potter Woodberry Rd. from US 27 to Salem Rd., approximately 1.4 miles, and will also include drainage improvements, guardrail replacement, signing and striping improvements. Duties for this project include issue resolution, construction coordination, claims review and analysis, quality assurance, and quality control.

Smith Creek Bike Lane Additions Phase I & II LAP Project | Leon County, FL

CLIENT: LEON COUNTY
PROJECT DURATION: SEP 2021 - JUN 2022
PROJECT COST: \$1.8M

Senior Project Engineer - This project consists of milling and resurfacing existing travel lanes, the addition of 6-foot shoulders, minor cross drain extensions, guardrail upgrades, drainage improvements, signing and pavement markings, and other safety improvements. Mr. Hiehle's duties included issue resolution, construction coordination, claims review and analysis, quality assurance and quality control.

Siva Bathula

ASSISTANT PROJECT ADMINISTRATOR

100%
Available

Mr. Bathula possesses over 6 years of experience in the CEI industry, having worked from inspector to Assistant Project Administrator. He is a hardworking professional with management experience, able to oversee and manage multiple projects simultaneously while ensuring timely completion of project deadlines and ensuring projects remain on time and within budget. He is proficient in preparing work orders, supplemental agreements, Bluebeam for developing as-built work plans, running monthly estimates, creating meeting agendas, and taking and distributing notes.

YEARS WITH FIRM:
7 YEARS

OFFICE LOCATION:
Plant City, FL

EDUCATION
Master of Business Administration
(MBA), University of the
Cumberlands, Jan 2021 - Dec 2022

ME in Civil Engineering, University
of Texas - Arlington, TX, Jan 2016 -
Dec 2017

BT in Civil Engineering, Jawaharlal
Nehru Technological University,
Hyderabad, India, Sep 2010 - May
2014

REGISTRATION / CERTIFICATIONS
TIN#B24192956

CERTIFICATIONS:
CTQP Asphalt Paving Level 1

CTQP Asphalt Paving Level 2

CTQP Final Estimates Level 1

CTQP Final Estimates Level 2

CTQP QC Manager

MOT/TTC Advanced

OSHA 30 Hour Outreach Training
for Construction Industry

CMAA Construction Manager in
Training (CMIT)

FDEP Stormwater, Erosion, and
Sedimentation Control Inspector

Nuclear Radiation Safety

AutoCAD (2D,3D) 2015

Critical Structures

FDOT Local Agency Program
Professional Services

FDOT Grant Application Process
"GAP" System

I-4 Florida's Regional Advanced Mobility Elements (FRAME) | Contract E7P15 | Hillsborough, Polk, Osceola, and Orange Counties, FL

CLIENT: FDOT DISTRICT 7
PROJECT DURATION: MAR 2023 - JAN 2025
PROJECT COST: \$20M

Assistant Project Administrator - The improvements of the SR 400 (I-4) Florida's Regional Advanced Mobility Elements (FRAME) project extend over 200 miles including the installation of roadside units (RSUs) that include dual-mode Dedicated Short-Range Communications (DSRC) and Cellular Vehicle-to-Everything (C-V2X) radios. The installation of RSUs will allow for the transmission of Signal Phase and Timing (SPAT) data, CV emergency vehicle preemption (EVP), and CV transit signal priority (TSP) applications. Mr. Bathula's duties include managing weekly meetings, preparing work orders and supplemental agreements, processing monthly estimates, maintaining digital as-built plans, acquiring weekly/monthly required forms (Certifications, FDOT Forms, etc.) and preparing for final estimate.

US 41/SR 45 Retaining Wall Replacement | Hillsborough County, FL

CLIENT: FDOT DISTRICT 7
PROJECT DURATION: JUL 2022 - AUG 2022
PROJECT COST: \$0.5M

Contract Support Specialist - The Improvements under this Contract consist of, but not limited to, wall replacement, ditch grading, and erosion protection. The project is to replace the existing sea wall south of SR 45 along the east bank of the Little Manatee River, regrading approximately 345 feet of the SR 45 conveyance ditch, and the addition of erosion protection to the top and bottom of the proposed sea wall (concrete ditch pavement and Rip Rap respectively).

SR582/Fowler Ave Intersection Improvement | Hillsborough County, FL

CLIENT: FDOT DISTRICT 7
PROJECT DURATION: JUL 2021 - JUN 2022
PROJECT COST: \$2M

Contract Support Specialist - Improvements include reconstruction of curb and gutter with modified curb return radius, replacement of curb ramps and sidewalk, construction and/or modification to pedestrian islands and medians, construction of truck aprons, adjustment and/or modifications to existing drainage structures, construction of pedestrian signal devices, replacement of vehicle detection, milling and resurfacing, signing and pavement markings, and intersection lighting upgrades.

I-75 / SR 93A SB Rest Area | Hillsborough County, FL

CLIENT: FDOT DISTRICT 7
PROJECT DURATION: JUL 2020 - MAY 2022
PROJECT COST: \$13M

Contract Support Specialist - Improvements include widening the existing entrance and exit ramps to the SR 93A (I-75) Southbound rest area, widening the existing truck parking areas, constructing an additional car parking area south of the existing car parking lots, associated drainage facility reconstruction, signing and pavement marking, ITS, and lighting. Mr. Bathula's duties include managing weekly meetings, preparing work orders and supplemental agreements, processing monthly estimates, maintaining digital as-built plans, acquiring weekly/monthly required forms (Certifications, FDOT Forms, etc.) and preparing for final estimate.

Alison Lewis

CONTRACT SUPPORT SPECIALIST

100%
Available

Alison has 7 years of experience with an educational and professional background in Construction Engineering, Contract Support, LEED Coordination, and Project Engineering and Management. She has been responsible for documentation, inspection, coordination and payment processing for major construction projects and plays an integral role in contract administration and organizing information for her roles. She also has working knowledge of industry practices and is proficient in managing client relations.

YEARS WITH FIRM:
2 YEARS

OFFICE LOCATION:
Plant City, FL

EDUCATION:
Bachelor of Science in
Construction Engineering
Technology, Florida Agricultural
and Mechanical University, Jun
2016 - Aug 2020

Southwest 170th Street (CR241) Widen & Resurface - From Levy County Line to South of Archer - LAP | Archer, FL

CLIENT: ALACHUA COUNTY

PROJECT DURATION: OCT 2024 - MAY 2025

PROJECT COST: \$3.5M

Contract Support Specialist - Widening and resurfacing of Southwest 170th Street (CR 241) from the Levy County Line to south of Archer. Project includes earthwork, milling, widening, asphalt paving, minor drainage, updated signs, pavement markings, and grassing of all disturbed areas.

(Baymeadows Road) to CR 116 (Sunbeam Road) & SR 5 (US 1) from CR 210 to Race Track Rd

CLIENT: FDOT DISTRICT 2

PROJECT DURATION: JAN 2024 - SEP 2024

PROJECT COST: \$1.5M

Contract Support Specialist - Design and construction of new continuous conventional roadway lighting at signalized intersections, and mid-block crosswalk lighting along SR 5(US 1) from SR 152(Baymeadows Road) to CR 116 (Sunbeam Road). in Duval County and along SR 5 (US 1) from north of Alternate CR 210 to Race Track Road in St. Johns County. The project also involves providing the design and construction for new underdeck lighting and replacing the existing high-pressure-sodium luminaires with LED luminaires at existing high mast poles.

SR 429 Widening from Tilden Rd to Florida's Turnpike | Orange County, FL

CLIENT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

PROJECT DURATION: APR 2023 - JAN 2024

PROJECT COST: \$102M

Assistant Contract Support Specialist - The work consists of widening SR 429 from Tilden Road to Florida's Turnpike from four (4) general use lanes to six (6) general use lanes. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. Also included is the widening of the mainline bridges within the project limits to accommodate the appropriate shoulder widths, additional general use lanes, and ramp modifications as shown in the bidding documents. The work also includes, but is not limited to, construction of sound barriers, overhead sign structures, and intelligent transportation systems infrastructure in Orange County.

Wilmer Sanabria

SENIOR INSPECTOR

100%
Available

Wilmer possesses ten years of experience in roadway construction projects and is ready and able to work with the project team and contractor to lead quality and successful projects for municipal and state clients. He has strong knowledge of detailed field documentation, drilled shaft installation, auger cast pile inspection, asphalt paving, preparing thorough daily work reports, density logbooks, and MOT, and possesses many certifications to serve in his designated team role. Wilmer is regarded as WSB's drilled shaft installation "expert," having inspected the installation of 200+ drilled shafts throughout his career.

YEARS WITH FIRM:
10 Years

OFFICE LOCATION:
Plant City, FL

EDUCATION:
MS in Data Science, Eastern
University, Jan 2023 - May 2025

BS in Industrial Engineering,
Universidad Cooperativa de
Colombia, Jan 2009 - Feb 2014

REGISTRATION:
TIN #S23730446

CERTIFICATIONS:
CTQP Asphalt Paving Level 1, 2

CTQP Concrete Field Technician
Level 1

CTQP Drilled Shaft Inspection

CTQP Earthwork Construction
Inspection Level 1

CTQP Earthwork Construction
Inspection Level 2

CTQP Final Estimates Level 1

ACI Concrete Field Testing
Technician Certificate

Pile Driving Inspection (Pending)

MOT/TTC Intermediate

Critical Structures

Auger Cast Pile

Bolted Connections

IMSA Traffic Signal Technician
Level 1

FDEP Stormwater, Erosion, and
Sedimentation Control Inspector

Nuclear Radiation Safety /
HazMat

FEMA 100C

Roadway Worker Protection
(RWP)

I-75 Interchange Improvements at CR 672 (Big Bend Road) Exit 246 | Hillsborough County, FL

CLIENT: FDOT DISTRICT 7

PROJECT DURATION: MAY 2022 - JUL 2025

PROJECT COST: \$82M

Senior Inspector - This project consists of adding a new northbound I-75 entrance and exit ramp from and to westbound Big Bend Road, adding a left-turn lane onto westbound and extending the southbound I-75 exit ramp lane approaching Big Bend Road and adding dual right-turn lanes to westbound Big Bend Road, adding a triple right-turn lane controlled by a signal from the southbound I-75 exit ramp to eastbound Big Bend Road, widening Big Bend Road between Covington Garden Drive and Simmons Loop from a 4-lane divided road to 6 lanes featuring enhanced pedestrian, bicycle, and bus facilities and rebuilding the Old Big Bend Road and Big Bend Road bridges. Duties include pile driving inspection, steel inspections prior to concrete placement, concrete plastic properties testing, quantity tracking and all other bridge inspection elements.

SR 54 From W of Little Rd to Marathon Dr | Hillsborough County, FL

CLIENT: FDOT DISTRICT 7

PROJECT DURATION: JAN 2024 - JUL 2025

PROJECT COST: \$15M

Senior Inspector - The project consists of replacement of sidewalks, drilled shaft installation for traffic lights, asphalt replacement for structural and friction course on SR 54 from Little Rd to Marathon Dr, installation of new traffic signals and street lighting along SR 54. Duties include drilled shaft inspection, steel inspections prior to concrete placement, concrete plastic properties testing, quantity tracking, milling verification and other required assignments for the proper development of the project.

Safety D/B Push Button for WWD Devices at Interstate Ramps - ITS Communication | FL

CLIENT: FDOT DISTRICT 4

PROJECT DURATION: OCT 2021 - APR 2022

PROJECT COST: \$1M

Senior Inspector - Task Work Order driven District-wide Design-Build Push Button Contract that consists of signing and pavement marking of wrong-way vehicle and advanced countermeasure installation of detection methods including, but not limited to, intelligent transportation systems (ITS) for limited access facilities at exit ramp interchanges. Locations: I-75 N & SR 822 (Sheridan Street) (Exit 11A), I-75 S & SR 822 (Sheridan Street) (Exit 11), I-95 S & SR 708 (W. Blue Heron Boulevard) (Exit 76).

US 27 from SR 66 to Sebring Parkway (South Highlands Ave) | Highland County, FL

CLIENT: FDOT DISTRICT 4

PROJECT DURATION: MAR 2021 - SEP 2021

PROJECT COST: \$1M

Senior Inspector - The improvements under this contract consist of repaving US 27 from SR 66 to Sebring Parkway, installation of new signage and pavement markers, installation of new traffic signals and street lighting at George Boulevard, and improving road shoulders. Duties include providing field inspections, quantity tracking, estimates paperwork, ERS input and reviews, and final estimates completion to close out the project.

Luis Garcia

SENIOR INSPECTOR

100%
Available

Luis has 9 years of experience in the Construction Engineering and Inspection Industry as an Inspector and QC Manager. He has provided roadway and bridge services, serving as an Inspector and Quality Control Manager throughout his career. Luis's strong work ethic and background in quality control have helped pave the way to becoming a Senior Inspector. Luis has extensive knowledge of detailed field documentation, drilled shaft installation, asphalt paving, preparing thorough daily work reports, ERS logbooks, MAC entry, and reviewing testing for conformance to FDOT standards. He can operate a Density Nuclear Gauge and has managed pay quantities, as well as monitored the quality of work to ensure it met the client's needs and expectations.

YEARS WITH FIRM:
9 Years

OFFICE LOCATION:
PLANT CITY, FL

EDUCATION:
BS in Accounting, Florida National
University, FL

REGISTRATION:
TIN #G62653093

CERTIFICATIONS:
OSHA 10-Hour Construction

CTQP QC Manager

CTQP Earthwork Construction
Inspection Level 1

CTQP Earthwork Construction
Inspection Level 2

CTQP Asphalt Paving Level 1

CTQP Asphalt Paving Level 2

CTQP Final Estimates Level 1

CTQP Final Estimates Level 2

CTQP Drilled Shaft Inspection

CTQP Concrete Field Technician
Level 1

ACI Concrete Field Testing
Technician Certificate

FDEP Stormwater, Erosion, and
Sedimentation Control Inspector

MOT/TTC Intermediate

Auger Cast Pile CBT

MSE Wall

S.R 429 Widening from Tilden Road To Florida's Turn | Orlando, FL

CLIENT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

PROJECT DURATION: MAY 2022 - FEB 2025

PROJECT COST: \$102M

Senior Inspector - The work consists of widening SR 429 from Tilden Road to Florida's Turnpike from four (4) general use lanes to six (6) general use lanes. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. Also included is the widening of the mainline bridges within the project limits to accommodate the appropriate shoulder widths, additional general use lanes, and ramp modifications as shown in the bidding documents. The work also includes, but is not limited to, construction of sound barriers, overhead sign structures, and intelligent transportation systems infrastructure in Orange County.

Lake Wilson Road Widening | Polk County, FL

CLIENT: POLK COUNTY

PROJECT DURATION: JUN 2022 - SEP 2024

PROJECT COST: \$18M

Senior Inspector - The scope of this project includes widening and reconstruction of Lake Wilson Rd from Ronald Reagan Pkwy to CR 532, including all new drainage, ponds, signals and signing and striping. Duties for this project include managing the installation of Polk County Utility's Potable Water Main, Force Main, and Reclaim water main. Also, the installation of Potable Water mains and Reclaim Water Mains for Toho Water Authority. Coordinating the 17 Utilities' relocation efforts, including multiple natural gas Utilities, Distribution and Transmission line movement with Duke Electric, and a plethora of communication utility relocations, holding utility relocation meetings, shop drawing reviews, coordination for environmental permits, assistance with upcoming plan revisions and coordinating ROW stakeouts. CR 82 / Vanderbilt Beach Rd. from Collier Blvd (CR 951) to 16th Street NE | Collier County, FL*

CR 82 / Vanderbilt Beach Rd. from Collier Blvd (CR 951) to 16th Street NE | Collier County, FL*

CLIENT: COLLIER COUNTY

PROJECT DURATION: SEP 2022 - JAN 2022

PROJECT COST: \$150M

Senior Inspector - This 7-mile roadway extension project consists of adding a new six-lane divided roadway from east of Collier Boulevard to Wilson Boulevard, including new bike lanes and a shared-use path. New two-lane undivided roadway from Wilson Boulevard to 16th Street NE including roadway shoulders and a shared-use path along with the construction of bridges over the Curry Canal, Corkscrew Canal, and Orange Tree Canal. New intersections and new traffic signals at Wilson Boulevard, 8th Street NE, and 16th Street NE. The Massey Street improvements include a new shared-use path (west side) and drainage upgrades with curb and gutter. The intersections at Weber Boulevard and Danbury Boulevard to connect to the new Vanderbilt Beach Road. Relocation of the existing Cypress Canal along Vanderbilt Beach Road to accommodate the widened roadway is also part of the scope. Duties for Mr. Garcia include overseeing QC technicians, overseeing that all inspections were completed in a timely manner, performing concrete, earthwork, asphalt and drilled shaft testing when needed, being responsible for all MAC entries and all sample results to be entered on time, submitting timesheets daily, creating roadway and drainage graphs as needed, monitoring contractor operations, performing drilled shaft and asphalt reports, creating weekly stormwater reports and reading plans and specifications.

* Work performed prior to WSB

Key Staff Proposed Location

WSB is well-equipped to serve Polk County with both local and highly skilled staff, ensuring a deep understanding of the area's unique needs from past projects with the County. Our team is familiar with the area and includes key staff members who are dedicated, attentive, and responsive to the County's requirements. They are committed to delivering efficient and high-quality results for each project, staying alert to any evolving demands. With our blend of local knowledge and technical expertise, we are confident in our ability to provide tailored solutions and maintain strong communication throughout the project's lifecycle, ensuring a successful and timely outcome for the County.

NAME	ROLE	HOME LOCATION	OFFICE LOCATION
CHRIS NOLEN, PE 40% AVAILABLE	SENIOR PROJECT ENGINEER	WINTER HAVEN	PLANT CITY
CHRIS HIEHLE, PE 100% AVAILABLE	PROJECT ENGINEER	LAKELAND	PLANT CITY
SIVA BATHULA 100% AVAILABLE	ASST PROJECT ADMINISTRATOR	PLANT CITY	PLANT CITY
ALLISON LEWIS 100% AVAILABLE	CONTRACT SUPPORT SPECIALIST	TAMPA	PLANT CITY
WILMER SANABRIA 100% AVAILABLE	SENIOR INSPECTOR	TAMPA	PLANT CITY
LUIS GARCIA 100% AVAILABLE	SENIOR INSPECTOR	DAVENPORT	PLANT CITY

Subconsultants



Madrid Engineering Group, Inc. D/B/A Madrid-CPWG (DBE/SBE) is a local based company that will provide support for Materials | Geotechnical Services.

Madrid/CPWG is a professional engineering firm that was established in 1992, specializes in construction materials testing, geotechnical engineering, and construction engineering inspection (CEI) services. Madrid/CPWG recently merged their two companies to increase the company size and add additional in-house services and laboratory capabilities to fully service all their clients' needs. Madrid/CPWG is extremely familiar with the scope and needs under this contract as they are currently providing continuing support to 24 local municipalities in Florida including but not limited to City of Orlando, City of Winter Garden, City of St. Pete Beach, and City of Tampa. Madrid/CPWG has a main office located in Oviedo to service the needs on this contract. WSB and Madrid/CPWG have an ongoing professional teaming relationship, as they are a sub-consultant on our Professional Services contract with the City of Atlantic Beach and on numerous FDOT projects.

Office Location: 2030 State Rd 60, Bartow, FL 33830



KOW and Associates, LLC is a certified **DBE, MBE, and SBE** firm specializing in Construction Engineering and Inspection (CEI) services throughout Central Florida. KOW is dedicated to exceeding client expectations by delivering exceptional engineering solutions tailored to each project's unique needs. The KOW team experienced and highly qualified professionals

brings a combination of technical expertise and strong project management skills that consistently drive results. At KOW and Associates, we take pride in our commitment to quality, efficiency, and reliability—ensuring success from concept to completion.

Office Location: 3525 Reynolds Rd, Suite 1, Lakeland, FL 33803



(NSI) Northwest Surveying, Inc. is a uniquely qualified firm fulfilling the role of survey sub-consultant for over 31 years.

NSI is a certified **W/MBE, DBE, MBE, SBE**. Approximately 95% of our workload is through governmental and municipal contracts. They are We have excelled on each and every contract, meeting schedules, goals, budgets and even receiving letters of commendation from several different consultants for meeting schedules, our error-free mapping, open communication and responsiveness. We have a very in-depth, comprehensive quality assurance and quality control program, the latest field data collection systems including Robotic and GPS. We have performed large boundary surveys, surveyed more than 90,000 linear feet of Wetland Jurisdiction Lines, thousands of acres of topographic surveys, established hundreds of miles of right of way lines and set high order control points along with benchmarks. Our professional surveyors have an average of 35 years of experience to call on when challenges arise. For our crowning achievement, the Tampa Bay Business Journal presented us with a plaque for becoming one of the top 50 Businesses in the Tampa Bay area in 2002,

Office Location: 8409 Sunstate Street, Tampa, Florida 33634-1309 | Phone: (813) 889-9236



LOCAL FIRM

CivilSurv Design Group, Inc. is the successor to several Florida firms established in 1980, with project records spanning five decades. Operating from offices in Lakeland, Port St. Lucie, Vero Beach, and Sebring, we provide comprehensive civil engineering, surveying, environmental, and transportation services to municipal, county, state, and private clients. Our veteran staff of Professional Engineers, Urban Planners, Surveyors and Mappers, and CEI professionals has extensive experience with Polk County projects, including roadway improvements on County Line Road, CR 540A, West Daughtery Road, and Old Combee Road reconstruction. With 8 full-time field crews equipped with state-of-the-art technology including LiDAR scanners, GPS systems, and drone capabilities, we maintain active master contracts with FDOT Districts 1 and 7, Polk County, and numerous other agencies throughout Central Florida.

Office Location: 2525 Drane Field Road, Suite 7, Lakeland, Florida 33811



Nadic Engineering Services, Inc. is a client-focused engineering firm specializing in geotechnical, geo-environmental, and construction materials testing services. With a dedicated team committed to fostering client partnerships, offering innovative solutions, and delivering unwavering dedication, NADIC stands out as a leader in consulting, construction materials testing, and geotechnical services. Since 2001, NADIC has successfully completed over 5,000 projects across Florida, showcasing our expertise and reliability.

NADIC is a certified Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) with the Florida Department of Transportation. NADIC is also certified MWBE with the State of Florida, Orange County, Florida, City of Orlando, Orlando International Airport, Miami-Dade County Public Schools, Central Florida Expressway Authority (CFX) and South Florida Water Management District (SFWMD). NADIC is further certified as a CBE and Micro/SBE with Miami Dade County, Florida. NADIC is currently serving clients from three locations: Orlando, Kissimmee, and Miami.

Office Location: 601 N Hart Blvd, Orlando, FL 32818.



Mainline Consulting & Engineering Services, LLC is a newly established engineering firm that will provide CEI services in the future.

Mainline is currently in the process of becoming pre-qualified to perform CEI services and certified as a women/minority business enterprise.

Office Location: 25 E 13th Street, Suite A, Saint Cloud FL 34769

WSB is developing a mentor program for newly established firms in Central Florida such as KOW and Associates, LLC and Mainline Consulting & Engineering Services, LLC.

WSB Florida Offices



WSB's Plant City office is conveniently located just 30 minutes from Polk County, ensuring we're always ready and available to assist with any of your needs.

● OFFICE/LAB
○ FIELD OFFICE

Subconsultant's Offices



- 1** Madrid/CPWG | Local
2030 State Rd 60,
Bartow, FL 33830
- 2** KOW
3525 Reynolds Rd, Suite 1,
Lakeland, FL 33803
- 3** NSI
8409 Sunstate Street, Tampa,
Florida 33634
- 4** Nadic
601 N Hart Blvd,
Orlando, Florida 32818
- 5** Mainline
25 E 13th Street, Suite A,
Saint Cloud FL 34769
- 6** CivilSurv | Local
2525 Drane Field Road, Suite 7,
Lakeland, Florida 33811

All of our subconsultants are located within an hour's drive of the County, ensuring quick and efficient collaboration.

**Tab 4**

Is the Firm a "Polk County Entity"?

Polk County Entity

Our nearest office to the County is currently located at 2290, US 92, in Plant City, although a project of this size will require a local field office to be established. In order to further our familiarity and ability to respond to the County, we have teamed with our subconsultants, **Madrid Engineering, who has their corporate office located at 2030 State Rd 60, Bartow, FL 33830** and also **Civilsurv, located at 2525 Drane Field Rd., Lakeland, FL 33811**. Both firms are a Polk County entity.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT			
ACCOUNT NO. 1289		CLASS: B+	EXPIRES: 09/30/2025
OWNER NAME		LOCATION	
SHEILA TARTE		2030 HWY 60 E BARTOW	
BUSINESS NAME AND MAILING ADDRESS		CODE	ACTIVITY TYPE
MADRID ENGINEERING GROUP MADRID ENGINEERING GROUP 2030 HWY 60 E BARTOW, FL 338304268		540190	PROFESSIONAL ENGINEER
PROFESSIONAL LICENSE (IF APPLICABLE)			
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 2645893 10/14/2024 OPY		OLP 73.53	MADRID ENGINEERING GROUP

POLK COUNTY LOCAL BUSINESS TAX RECEIPT			
ACCOUNT NO. 1243		CLASS: B+	EXPIRES: 09/30/2026
OWNER NAME		LOCATION	
CRAIG R FULLER		2525 DRANE FIELD RD SUITE 7 LAKELAND	
BUSINESS NAME AND MAILING ADDRESS		CODE	ACTIVITY TYPE
CIVILSURV DESIGN GROUP INC CIVILSURV DESIGN GROUP INC 2525 DRANE FIELD RD SUITE 7 LAKELAND, FL 338111360		540250 540190	SURVEYOR MAPPER PROFESSIONAL ENGINEER
PROFESSIONAL LICENSE (IF APPLICABLE)			
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 3397122 07/03/2025 OPY		OLP 57.75	CIVILSURV DESIGN GROUP INC

**Tab 5**

Is the Firm a “Certified
Woman or Minority Business
Enterprise”

Is the Firm a "Certified Woman or Minority Business Enterprise"?

Certified Woman or Minority Business Enterprise participation is a priority for WSB LLC. We are committed to exceeding the County's objective by providing meaningful participation opportunities for our D/M/WBE subconsultant partners such as, Madrid Engineering Group, Inc (MBE), Nadic Engineering Services (W/MBE), NSI Survey, Inc. (SBE), KOW and Associates, LLC (MBE & SBE), Civilserv (DBE), and Mainline Consulting & Engineering Services, LLC (W/MBE & SBE pending certification). As stated in the cover letter, WSB is committed to the support and development of the D/M/WBE program. WSB is developing a mentor program for newly established firms in Central Florida such as KOW and Associates, LLC and Mainline Consulting & Engineering Services, LLC.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS AFFIDAVIT
Submit completed form to smallbiz@fdot.com, State B.U.S.

Firm Type (select only one option below):
☐ Construction Firms and all other Non-Professional Services Firms
☒ Professional Services

Firms must be registered in MyFloridaMarketPlace (MFMP) before the Department is able to add to the small business database. Information to register with MFMP is available [here](http://www.dhs.gov/office-of-small-business).
<http://www.dhs.gov/office-of-small-business>

Please note: Completion of this form and listing on the small business site does not constitute Prequalification with FDOT.

Contractors who wish to become prequalified with FDOT in construction work classes should go to: www.dhs.gov/office-of-small-business

Consultants who wish to become prequalified with FDOT in Professional Services work types should visit: www.dhs.gov/office-of-small-business

Business Name: ChdSurvey Group, Inc.

Business Address: 2528 Drane Field Rd, Suite 7 Lakeland Florida 33811
 City State Zip

Mailing Address: 2528 Drane Field Rd, Suite 7 Lakeland Florida 33811
 City State Zip

Telephone: 8556464771 Other: _____

Business Owner: Craig H. Butler

E-mail: cbutler@chdsurvey.com Date Business Established: 05/2010

Federal Employer Identification Number: 27-1510201

FDOT District I am interested in performing work in: (Please check all that apply)

<input checked="" type="checkbox"/> District 1	<input checked="" type="checkbox"/> District 4	<input checked="" type="checkbox"/> District 7
<input checked="" type="checkbox"/> District 2	<input checked="" type="checkbox"/> District 5	<input checked="" type="checkbox"/> Turnpike
<input checked="" type="checkbox"/> District 3	<input checked="" type="checkbox"/> District 6	<input checked="" type="checkbox"/> Central Office





Tab 6
Interaction with County
for Claims Minimization

Tab 6

Interaction with County for Claims Minimization

Our methodology for claim mitigation is partnering with the contractor to minimize any delay or rework. We accomplish this with a multiple-strategy approach.

We maintain open and continuous lines of communication with the contractor. The time and place for resolving issues is immediately, not at the weekly progress meeting. The weekly progress meeting is meant to update everyone on the project's overall progress. If an issue requires the EOR for clarification of intent or redesign of some aspect of the plans, the Project Administrator will follow up at regular short intervals. The Project Administrator is always available on-site to ensure all issues are addressed as quickly as possible. The Inspection staff have standard operating procedures of staying out of their trucks and observing subsurface operations to ensure that communications are quickly escalated if there is a conflict.

We maintain an effective multiple point-of-contact list of utilities that are on the project. We always have the next guy up the food chain's number, however, this is rarely needed due to maintaining positive relationships with key players. Also, the inspectors maintain daily logs of equipment and personnel as they are used and idle on the job. This will minimize cost should the claim be justifiable. We can illustrate this through the recent project on Lake Wilson Road. **The Contractor had submitted more than 45 claims for delay. 90% of these claims were rescinded due to these processes.** The remaining claims were minimized due to the accurate reporting of time, personnel, and equipment that were affected. Another example of the effectiveness in our approach from our recently completed SR 429 Project where over \$100M of improvements were complete in 1001 days with only nine (9) notices of intent (NOI) to file claims from the contractor. None of these NOI resulted in a claim or DRB hearing, as all were successfully resolved or rescinded by the Contractor.

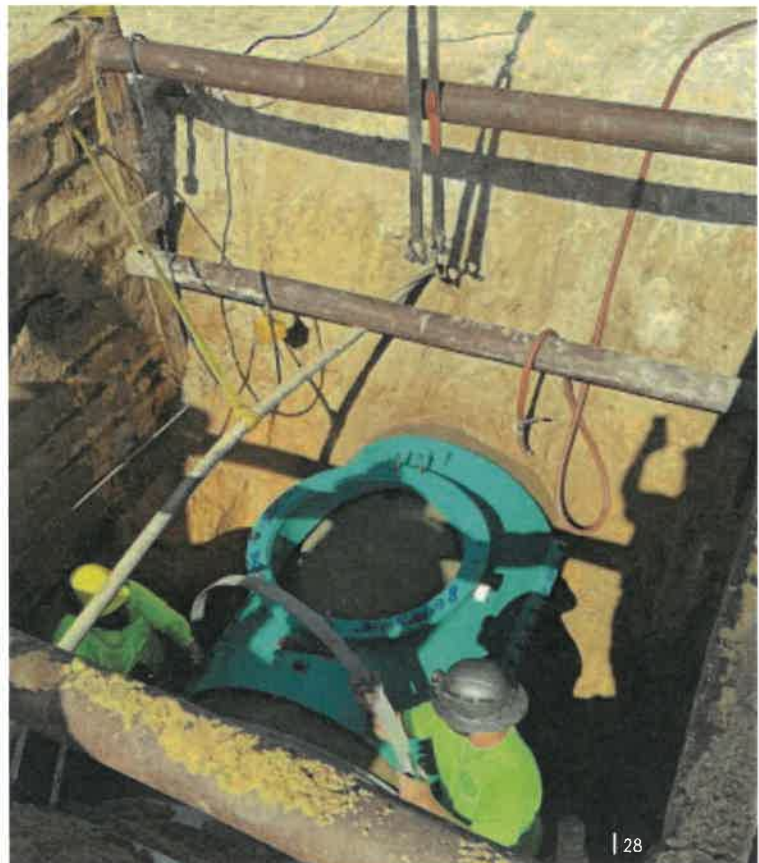
Evaluating the issue from the contractor's perspective:

Engineers often underestimate the impacts of an unforeseen change and initially assume the contractor is being opportunistic. Our team will meet with the contractor and let them fully explain direct their direct costs as well as other less tangible impacts such as changing phasing or having to change gears. Once the impact is fully known such as a design change or a utility no longer in the way, it is best to agree on cost and time to finalize the issue. When the issues are fresh to the engineer and contractor, it's difficult to fabricate or exaggerate issues. If however, the issue lingers

and is settled with the assistance of the county or a Disputes Review Board, it comes down to who can paint the better picture.

Force Account: Ideally, an agreement can be made and a change order processed. Tracking time and material increases administrative efforts and leaves the check book open until complete. If, however, the engineer and contractor are wholly in disagreement regarding impacts, force account can be utilized. Our inspection staff keep stacks of site source record forms in their trucks to begin documenting extra work immediately. Often the willingness alone to utilize force account keeps contractors honest when negotiating.

Issue Meetings: Our team implements specific issue meetings in addition to the weekly progress meetings as needed. These meetings allow all parties to vocalize their perspectives and collaborate real solutions. Once the solution is actualized by the team, then define the scope to is required to accomplish the task. This allows all parties to clearly define the labor, equipment, material and timeline required to complete the work. We have found these meetings to be extremely beneficial to all parties in resolving issues in a timely manner.





Tab 7
Staff Availability for Work
Assignments

Tab 7

Staff Availability for Work Assignments

Our Team of professionals led by Mr. Nolen, he will provide an exemplary level of performance to exceed Polk County objectives and expectations.

WSB is a large and accomplished firm with a proven track record of successfully delivering complex projects across various sectors. Over the years, we have built a reputation for excellence, tackling a diverse range of projects across the country and local to Polk County. With a large portfolio and extensive experience, we have developed the capacity to manage multiple projects simultaneously, ensuring that each one receives the attention and expertise it deserves.

WSB is confident in our resources and infrastructure to undertake all aspects of the project's scope for Polk County.

Our team is composed of highly skilled professionals who are experts in their fields, allowing us to offer comprehensive solutions that address all tasks of the project.

We understand the importance of meeting the County's

specific needs and ensuring that each project is completed on time and within budget.

We are committed to providing a dedicated, ready, and available team, ensuring that the County's objectives are met with the highest standards of quality. We will efficiently staff the project with qualified and experienced personnel to ensure the Contractor's operations are appropriately covered. As construction activities increase, a necessary level of staff will be brought onto the project based on the need. Our goal is to provide the most qualified staff available and support them with team members who are cross trained to assist in various activities when necessary. Only the minimum number of staff to sufficiently cover all operations, without sacrificing our high-quality standards, will be provided. Our ability to adapt and respond efficiently, guarantees that the project will receive the focus it requires for success.

Below is a chart of our proposed WSB team member's availability for this project based on current project end dates.

NAME	ROLE	END OF CURRENT PROJECT	AVAILABILITY PERCENTAGE AT NTP
CHRIS NOLEN, PE	SENIOR PROJECT ENGINEER	SEPT 2025	40%
CHRIS HIEHLE, PE	PROJECT ENGINEER	JUL 2025	100%
SIVA BATHULA	ASSISTANT PROJECT ADMINISTRATOR	SEPT 2025	100%
ALLISON LEWIS	CONTRACT SUPPORT SPECIALIST	JUL 2025	100%
CHRISSI HIEHLE	SECRETARY/TYPIST	JUL 2025	70%
WILMER SANABRIA	SR. INSPECTOR	JUL 2025	100%
LUIS GARCIA	SR. INSPECTOR	JUL 2025	100%
WALTER BAUM	SR. INSPECTOR	AUGUST 2025	100%
CHRISTIAN DAY	SR. INSPECTOR	AUGUST 2025	100%
STEVE SHERROUSE	INSPECTOR	JUL 2025	100%
ANDY DWARICA	INSPECTOR	JUL 2025	100%
DAVID BAIN	INSPECTOR	JUL 2025	100%
STEVE SHERROUSE	INSPECTOR	JUL 2025	100%
YOSCAR MARTIZ	INSPECTOR AIDE	JUL 2025	100%



Tab 8

Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-388, Construction & Engineering Services for County Road 557

To: Jay Jarvis (Name of Person completing survey)
Polk County Roads and Drainage (Name of Client Company/Consultant)
 Phone Number: _____ Email: JayJarvis@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: CEI Services for Lake Wilson Road Widening Project

Name of Vendor being surveyed: WSB LLC (Formerly AE Engineering Inc.)

Cost of Services: Original Cost: \$1,782,842.84 Ending Cost: \$1,782,842.84

Contract Start Date: 2/2022 Contract End Date: 10/2024

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

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

Printed Name of Evaluator Jay Jarvis

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 25-388, Construction & Engineering Services for County Road 557

To: Jack Burch, P.E. (Name of Person completing survey)

Central Florida Expressway Authority (Name of Client Company/Consultant)

Phone Number: 407-256-9658 Email: jack.burch@cfxway.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Project 429-154: SR 429 Widening From Tilden Road to Florida's Turnpike Interchange

Name of Vendor being surveyed: WSB, LLC

Cost of Services: Original Cost: \$6,478,000.00 Ending Cost: \$5,795,282.42 (to date)

Contract Start Date: 02/08/2022 Contract End Date: 07/31/2025 (anticipated)

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 Jack Burch, P.E.

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 25-388, Construction & Engineering Services for County Road 557

To: Kenneth Campbell P.E. (Name of Person completing survey)

Florida Department of Transportation (Name of Client Company/Consultant)

Phone Number: 352-895-4067 Email: kenneth.campbelljr@dot.state.fl.us

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Contract T5675, SR 25/500/US 441 Roadway Improvements

Name of Vendor being surveyed: WSB, LLC

Cost of Services: Original Cost: \$1,881,160.00 Ending Cost: \$1,870,164.21

Contract Start Date: October 2020 Contract End Date: November 2023

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

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

Printed Name of Evaluator Kenneth Campbell, P.E.

Signature of Evaluator: Kenneth W Campbell

Please fax or email the completed survey to: _____



Licenses

State of Florida Department of State

I certify from the records of this office that WSB LLC is a Minnesota limited liability company authorized to transact business in the State of Florida, qualified on September 29, 2023.

The document number of this limited liability company is M23000012528.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 12, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

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



[Signature]
Secretary of State

Tracking Number: 9755211130CU

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

<https://services.sosbs.org/Files/CertificateOfStatus/CertificateAuthentication>

Licensee Information

Name: WSB LLC (Primary Name)
WSB (DBA Name)
Main Address: 701 XENIA AVE SOUTH
SUITE 300
MINNEAPOLIS Minnesota 55416

License Information

License Type: Engineering Business Registry
Rank: Registry
License Number: 36728
Status: Current
License Date: 01/28/2023
Expire:

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

dbpr Department of Business & Professional Regulation

HOME COMPANIES ONLINE SERVICES

ONLINE SERVICES

LICENSEE INFO

Licensee Information

Name: WSB LLC (Primary Name)
WSB (DBA Name)
Main Address: 701 XENIA AVE SOUTH
SUITE 300
MINNEAPOLIS Minnesota 55416

License Information

License Type: Engineering Business Registry
Rank: Registry
License Number: 36728
Status: Current
License Date: 01/28/2023

Special Identifiers

Qualifications Effective:

Applicant Name

View Company's and Other Information
View Company's Company

Ron DeSantis, Governor
Habees S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

HIEHLE, CHRISTOPHER ROBERT SR.
12650 US HIGHWAY 98 N.
LAKELAND FL 33609

LICENSE NUMBER: PE28501
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor
Habees S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

NOLEN, CHRISTOPHER G.
2294 ELDORADO CT
SAINT CLOUD FL 34771

LICENSE NUMBER: PE24690
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

dbpr Department of Business & Professional Regulation

DBPR ONLINE SERVICES

LICENSEE INFO

Select the information you wish to confirm.
Press "Back" to return to the main menu.

License Issued To: HIEHLE, CHRISTOPHER ROBERT SR.
License Status: Currently Active
Original License Date: 12/23/2019 | www.dbpr.com
Positive CPE: 103/28/2023 | www.dbpr.com
Public: CPE 08/29/2018 (renewed per 12)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Kasi Heilig PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: kasi.heilig@marshmma.com ADDRESS: kasi.heilig@marshmma.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Union Fire Ins Co PittsburghPA	19445
		INSURER B: Zurich American Insurance Company	16535
		INSURER C: Twin City Fire Insurance Company	29459
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 435961777

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GL5425878	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		CA4693553	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		41HV6BP2SZ9	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC06656880 WC06656900	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine		CPP696163600	3/1/2025	3/1/2026	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 30, 2025

Jon Chiglo, COO
WSB LLC
701 Xenia Avenue South
Unit 300
Golden Valley, MN 55416
jchiglo@wsbeng.com

Dear Mr. Chiglo:

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

2.0 - Project Development & Environmental (PD&E) Studies

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

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

- 9.2 - Geotechnical Classification Lab Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies

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

- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

1

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

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 12, 2024

Kerry Worrell, President
KOW AND ASSOCIATES, LLC
7216 White Trillium Circle
Orlando, Florida 32818

Dear Ms. Worrell:

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

- | | |
|------|---|
| 10.1 | Roadway Construction Engineering Inspection |
| 10.3 | Construction Materials Inspection |

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

Approved Rates

Field Overhead	Premium Overtime	Field Direct Expense
125.09%*	Reimbursed	5.09%**

*Interim Rates

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

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

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

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 1289

CLASS: B+

EXPIRES:

09/30/2025

OWNER NAME	LOCATION
SHEILA TARTE	2030 HWY 60 E BARTOW

BUSINESS NAME AND MAILING ADDRESS

MADRID ENGINEERING GROUP
MADRID ENGINEERING GROUP
2030 HWY 60 E
BARTOW, FL 338304268

CODE
540190

ACTIVITY TYPE
PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 2645893 10/14/2024 OPY

OLP 73.53


MADRID ENGINEERING GROUP

State of Florida


Woman Business Certification

Madrid Engineering Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/29/2023 to 09/29/2025



J. Todd Inman
Florida Department of Management Services



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
• • • SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 300
Tallahassee, FL 32309
850-487-6915
www.dms.florida.gov/osd



Florida Department of Transportation

SON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 29, 2025

Gerald Silva, President
NORTHWEST SURVEYING, INC.
8409 Sunstate Street
Tampa, FL 33634-1309

Dear Mr. Silva:

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

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way Construction Surveying
- 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates			
Home Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense
219.87%	0.191%	Excluded	1.52%

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

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

Sincerely,

Marie Castaneda
Professional Services Qualification Administrator



Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-09
Northwest Surveying Inc. DBA Northwest Engineering, Inc.

is hereby certified as a

Small Local Business Enterprise (SLBE)

in the following category(ies)

Land Surveying

The certification is valid from July 6, 2024 to August 30, 2024

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made to the firm that are not in compliance with any applicable laws, regulations, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime if business eligibility requirements are not being met.

Van Smith
Vanita M. Smith
City of Tampa Small Business Opportunity



FDOT
Florida Department of Transportation
685 Tennessee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

RON DESAUNTS
GOVERNOR

July 11, 2024

Craig Fuller, President
CIVILSURV DESIGN GROUP, INC.
2525 Drane Field Road, Suite 7
Lakeland, Florida 33811

Dear Mr. Fuller:

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

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 8.1 Control Surveying
- 8.2 Design, Right of Way & Construction Surveying
- 8.4 Right of Way Mapping
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 13.6 Land Planning/Engineering

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

Approved Rates			
Home Overhead	Facilities Capital Cost of Money	Premium Over Time	Home Direct Expense
110.35%	0.825%	Reimbursed	11.67%

1

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

Should you have any questions, please feel free to contact me by email at carlynn.kell@dot.state.fl.us or by phone at 850-414-4567.

Sincerely,
Carlynn Kell
Carlynn Kell
Professional Services Qualification Administrator

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 1362 CLASS: 8+ EXPIRES: 09/30/2024

OWNER NAME: CRAIG R. FULLER LOCATION: 2525 DRANE FIELD RD SUITE 7 LAKELAND

BUSINESS NAME AND MAILING ADDRESS: CIVILSURV DESIGN GROUP INC, 2525 DRANE FIELD RD SUITE 7, LAKELAND, FL 33811 CODE: 800000 ACTIVITY TYPE: 800000 PROFESSIONAL ENGINEER (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFO * TAX COLLECTOR

PAID - 3387132 \$753/2024 OPI DLP 57.75 CIVILSURV DESIGN GROUP INC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS AFFIDAVIT

FD-328-1
FOML 07/15/21
C22-18471
Page 1 of 2

Submit completed form to smallbusiness@dot.state.fl.us

Firm Type (select only one option below):
☐ Construction Firms and all other Non-Professional Services Firms
☒ Professional Services

Firms must be registered in MyFloridaMarketPlace (MFMP) before the Department is able to add to the small business database. Information to register with MFMP is available here: http://www.dms.myfloridamarketplace.com/dms/online_registration

Please note: Completion of this form and listing on the small business site does not constitute Prequalification with FDOT.

Contractors who wish to become prequalified with FDOT in construction work classes should go to: <https://www.fdot.com/contractors/consult-info/consultation.shtml>

Consultants who wish to become prequalified with FDOT in Professional Services work types should visit: <https://www.fdot.com/consultants/consultation.shtml>

Business Name: CivilSurv Design Group, Inc.

Business Address: 2525 Drane Field Rd, Suite 7 Lakeland Florida 33811

Mailing Address: 2525 Drane Field Rd, Suite 7 Lakeland Florida 33811

Telephone: 863-645-7711 Other: _____

Business Owner: Craig R. Fuller

E-mail: cfuller@civilsurv.com Date Business Established: 03/2010

Federal Employer Identification Number: 27-1818201

FDOT Districts I am interested in performing work in: (Please check all that apply)

☒ District 1 ☒ District 4 ☒ District 7
☒ District 2 ☒ District 5 ☒ Turnpike
☒ District 3 ☒ District 6 ☒ Central Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS AFFIDAVIT

FD-328-1
FOML 07/15/21
C22-18471
Page 1 of 2

I, Craig R. Fuller, am an owner or duly authorized representative of CivilSurv Design Group, Inc. (Proprietor/Name of business), and I do hereby declare:

This business:

☒ Meets the definition for a small business pursuant to Section 337.027, F.S.
• Gross revenues, three year average (include affiliate businesses): \$4,750,829.00
Pursuant to Section 337.027, F.S., a small business means a business with yearly average gross receipts of less than \$16 million for road and bridge contracts and less than \$5.0 million for professional and nonprofessional services contracts. A business' average gross receipts is determined by averaging its annual gross receipts over the last three years, including the receipts of any affiliates as defined in Section 337.165, F.S.

The undersigned hereby certifies and requests any person, firm or corporation to furnish any pertinent information requested by the State of Florida Department of Transportation deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Proposer. I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge. By submission of this Affidavit certification, you are affirming that your firm meets the definition for a small business, pursuant to s. 337.027, F.S. It is the responsibility of the undersigned representative to inform the Department within 30 days of any change that would affect your small business eligibility. Including average gross revenue over the prior three years exceeding the small business size threshold. Changes that would affect eligibility should be communicated to smallbusiness@dot.state.fl.us. This certification is good for one year or until your firm exceeds the small business threshold, whichever is earlier. To ensure regulatory compliance and accountability for the Small Business Development Initiative program, firms agree to furnish any pertinent information to verify the statements in this Small Business Affidavit Certification, upon request by the Department. If financial documents are not timely provided within 10 business days, or financial documents do not confirm small business eligibility, the Department reserves the right to revoke this small business certification.


Craig R. Fuller 07/16/2024
Owner/Authorized Representative Signature Date

Craig R. Fuller, President
Owner/Authorized Representative Printed Name & Title

Notary:
STATE OF Florida
COUNTY OF Polk

Before me, the above signed authority, personally appeared Craig R. Fuller, who is personally known to me or has produced (Type of Identification) identification and is duly sworn, deposes and says that he/she is authorized to represent CivilSurv Design Group, Inc. (business). Given and subscribed to before me this 15 day of July, 2024.

Melinda D. Hassel 21 Jul 2024
(Notary Signature) My Commission Expires:

 Melinda D. Hassel
Commission: 181-456166
Expires: Feb. 18, 2028
Notary Public - State of Florida



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. FERDIE, P.E.
SECRETARY

July 4, 2024

Godwin Nnadi, Principal Engineer/CEO
NADIC ENGINEERING SERVICES, INC.
801 North Hart Boulevard
Orlando, Florida 32818

Dear Mr. Nnadi:

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

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

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

Approved Rates

Home Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expenses	Published Fee Schedule
285.14%	0.456%	Excluded	5.41%	Yes

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

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

Sincerely,

Carlayn Kell
Professional Services
Qualification Administrator

1

State of Florida Department of State

I certify from the records of this office that NADIC ENGINEERING SERVICES INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 28, 2001.

The document number of this corporation is P01000085332.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 22, 2025, and that its status is active.

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

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



Secretary of State

Tracking Number: 4059461621CC

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

<https://services.sosbbs.org/Files/CertData/Status/CertificatesAuthentication>

State of Florida

Woman & Minority Business Certification

NADIC Engineering Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/20/2025 to 02/20/2027

Pedro Allende
Florida Department of Management Services



Office of Supplier Development
4050 Explorer Way, Suite 300
Tallahassee, Florida 32399
940 487 0817
www.dms.myflorida.com/mf



Forms

Proposers Incorporation Information

(Submittal Page)

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

Company Name: WSB LLC

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

TIN #: N/A

Address: 219 N. Newnan Street, Fourth Floor

City: Jacksonville, FL 32202

State: Florida

Zip Code: 32202

County: Duval

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

Contact Person: Roderick Myrick, PE

Phone Number: 561-632-5185

Cell Phone Number: 561-632-5185

Email Address: rmyrick@wsbeng.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: Minnesota

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

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

Request for Taxpayer Identification Number and Certification

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

► Go to 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. WSB 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 701 Xenia Ave S, Suite 300 6 City, state, and ZIP code Minneapolis, MN 55416	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									
4	1	-	1	8	2	0	0	1	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Delina Kerman</i>	Date ► 01/10/2024
------------------	---	-------------------

General Instructions

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

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

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.

June 19, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

**RFP 25-388, Construction Engineering & Inspection (CEI) Services for
County Road 557**

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: Current plans added to FTP site.

The current project specifications and plans have been added to the FTP site. However, the design consultant is working on combining the plans into one project and converting the intersection of CR 557 and Old Lake Alfred Rd from a roundabout to a signalized intersection.

To receive a copy of the specifications and plans 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 "**Bid 25-388, CEI Services for CR 557.zip**", select "Open" or "Save As" to download the specifications and plans. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: 

Printed Name: Roderick Myrick, PE

Title: VP of Strategy and CEI Southeast

Company: WSB LLC

Affidavit Certification Immigration Laws

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

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

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

Company Name: WSB LLC

Signature: _____

Title: VP of Transportation Southeast

Date: _____

7/3/25

State of: Florida

County of: Duval

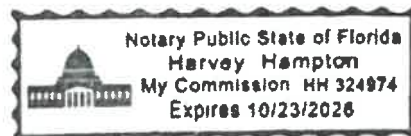
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Cory Nichols (name) as VP / Southeast (title of officer) of WSB LLC (entity name), on behalf of the company, who ☐ is personally known to me or ☒ has produced Florida Drivers License as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Harvey Hampton

Notary Commission Number and Expiration: HA 324974 4/23/2026

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFQ 25-388 Construction Engineering & Inspection (CEI) Services for County Road 557

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

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

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

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

Executed this 3 day of July, 2025

ATTEST:

By: [Signature]
 PRINTED NAME: Harvey Hampton
 Its: SEC

CONTRACTOR:

By: [Signature]
 PRINTED NAME: Cory Nichols
 Its: VP

Forge ahead.



WSBENG.COM

Exhibit Aiii

SCOPE OF SERVICES

Construction Engineering and Inspection (CEI) Services for CR 557 Widening
From W. Alfred Street to just south of the I-4 Interchange

Client: Polk County Board of County Commissioners
Consultant: WSB LLC

1.0 PURPOSE

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, and digital construction management from mobilization through final acceptance and demobilization of the project.

2.0 SCOPE

Serve as Polk County's representative on the project and faithfully represent Polk County's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

3.0 AUTHORITY AND STANDARDS

Perform services in accordance with Polk County standards and applicable FDOT manuals and procedures, interpreting "the Department" references in FDOT standard materials as "Polk County" for this project.

4.0 LENGTH OF SERVICE

The services for each Construction Contract shall begin upon written notification to proceed by Polk County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by Polk County has been issued, the Consultant shall be ready to mobilize personnel within 14 calendar days of notification. For the duration of the project, coordinate closely with Polk County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities

The Consultant will be allowed an accumulation of 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and 30 calendar days to demobilize after Final Acceptance of the last Construction Contract.

Remain engaged through final acceptance, certification of final estimates, submission of as-built records, and closeout.

5.0 ITEMS FURNISHED BY POLK COUNTY

Polk County, on an as-needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format:

1. Construction Plans and Specifications Package
2. Computer Aided Drafting and Design (CADD) Files
3. Executed Construction Contract
4. Utility Agency Coordination Documents

6.0 ITEMS FURNISHED BY CONSULTANT

6.1 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) using a mobile broadband connection at the jobsite.

Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

6.2 Field Office:

Provide a field office with sufficient room and furnishings to effectively carry out responsibilities under this Scope of Services. Field office shall be approved by Polk County.

Field office expenses will be compensated in accordance with the Method of Compensation.

Provide a private office (minimum of 150 square feet) for the Polk County Construction Project Manager with office furniture, telephone, and broadband internet access.

6.3 Vehicles:

Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name and phone number visibly displayed on both sides of the vehicle.

6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats and safety vests shall have the Consultant's name visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by Polk County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 RESPONSIBILITIES OF THE CONSULTANT

7.1 General:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, general conditions, and special conditions for the Construction Contract.

Observe the contractor's work to determine the progress and quality of the work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Negotiate Allowance Authorized Release (AAR's) with the Contractor for changes and/or additions to the project scope up to \$250,000. For changes in quantities and/or additions to the project scope greater than \$250,000, a Change order shall be prepared as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Manager, as necessary, and direct all issues which exceed the Consultant's authority to the County Project Manager for action or direction.

Advise the County Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor, and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

7.2 Independent Engineering Judgement:

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with Polk County, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff. It is Polk County's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

7.3 On-Site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic Control Plan, in accordance with Polk County's procedures. Consultant employees performing such services shall be qualified by either ATSSA or IMSA.

7.4 Sampling and Testing:

Perform Quality Assurance sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Perform sampling and testing in order to verify contractor compliance. The minimum sampling frequencies shall be as defined by the construction contract documents or as directed by the County. Perform laboratory materials testing of construction materials. Prior to starting the project, prepare a list of all anticipated testing to be performed, including frequencies, for approval by the County. A complete record of all materials incorporated into the project will be provided to the County upon project completion.

Provide verification of the Contractor's activities on the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for the purpose of verifying the Contractor's compliance with the Contract Documents.

Provide verification samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Provide sampling, testing, and laboratory methods as required by the construction contract documents or as modified by the County. Polk County will monitor the effectiveness of the Consultant's procedures through observation and may obtain and test independent assurance samples at their discretion.

Documentation reports on the sampling and testing performed will be maintained in the project files and submitted upon request to the County.

7.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of oversight of Contractor activities, interpreting the Plans, General Conditions, Special Conditions, and Specifications for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Perform the following services:

Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the “Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.” The inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 “Final NPDES General Permits for Storm water Discharges from Construction Sites” and guidelines developed by Department.

Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

Monitor utility construction for conformance to the construction contract documents. Facilitate coordination and communication between all utility agency representatives and the Contractor in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.

Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations, and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

Monitor the Contractor's and subcontractor's compliance with the construction contract documents in regard to payment of predetermined wage rates in accordance with County procedures.

Review, track, and process all Contractor submittals, such as CPM Schedules,

Requests for Information (RFI's), shop drawings, material submittals, claims, and pay requests.

Conduct weekly project meetings to discuss the project status and upcoming work. Prepare meeting minutes and distribute to all parties.

Conduct coordination (pre-activity) meetings prior to all major project activities and traffic control shifts.

Prepare and submit to the County Project Manager monthly, a Construction Status Report (CSR), in an acceptable format.

Make a video of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on areas of real/potential public controversy. Provide the County with a copy of the DVD and photo log.

Utilize digital cameras for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. File and maintain photos on computer. Begin taking photos the day prior to the start of construction and continue regularly throughout the project. Log all photos and provide a copy to the County upon project completion. Photographs shall be taken the days of Substantial Completion and Final Acceptance.

8.0 UTILITY COODINATION

Monitor utility coordination in reasonable conformance to the plans and specifications. Designate a representative as the Utility Coordinator. The Utility Coordinator shall be responsible for, but not limited to, the following:

1. Making sure Utility Coordination is conducted in accordance to the County standards, policies, procedures, and design criteria.
2. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.

3. Identifying and coordinating the completion of any County or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.
4. Assisting the Engineer of Record and the Contractor with resolving utility conflicts.
5. Reviewing all Utility Work Schedules.
6. Handling reimbursable issues inclusive of betterment and salvage determination.

9.0 TRAFFIC SIGNIFICATION:

Support the Contractor's work related to installation, testing, configuration, integration, and operation of the signalization elements in coordination with the County. Witness signalization testing for each subsystem as well as the overall system.

10.0 STAFFING AND KEY PERSONNEL

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until Polk County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed up to ten (10) calendar days to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE/QUALITY CONTROL

11.1 Quality Assurance Plan:

Within 30 days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the

requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to Polk County, upon request, during the Agreement term.

12.0 AGREEMENT MANAGEMENT

With each monthly invoice submittal, the Consultant Project Manager will provide a reviewed and approved Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, and estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the consultant funds expiration date.

When the Consultant identifies a condition that will require a Modification to the Agreement, the Consultant Project Manager will communicate the need to the County Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the modification, and all accompanying documentation to the County Project Manager for further processing. The content and format of the modification and accompanying documentation shall be in accordance with instructions and format to be provided by the County.

13.0 SUBCONSULTANT SERVICES

Upon written approval by the County Project Manager, and prior to performance of the work, the Consultant may subcontract for engineering surveys, materials testing, monthly aerial photographs, or specialized professional services.

14.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time

after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to the Agreement.

Exhibit B

TASK FEE SUMMARY FOR ENGINEERING DIVISION POLK COUNTY, FLORIDA

PART I - GENERAL

1. Project RFP 25-388 - Construction Engineering & Inspection Services for CR 557 Widening Project	2. Proposal No. RFP NO. 25-388
3. Name of Consultant WSB LLC	4. Date of Proposal 10/01/25

PART II - CONSULTANT MULTIPLIERS

6. General Overhead	153.95%
7. FCCM	0.655%
8. Direct Expenses	2.46%
9. Operating Margin	47%

TOTAL CONSULTANT MULTIPLIER	3.04
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PART II - LABOR RELATED COSTS

10. Direct Labor	Hourly Rate	Estimated Hours	Loaded Rate	TOTAL
Senior Project Engineer		1336.5	\$ 297.00	\$ 396,940.50
Project Engineer		6567.0	\$ 205.00	\$ 1,346,235.00
Assoc. Project Administrator		6600.0	\$ 151.00	\$ 996,600.00
Contract Support Specialist		6435.0	\$ 134.00	\$ 862,290.00
Secretary Clerk		3217.5	\$ 83.00	\$ 267,052.50
Senior Inspector		6517.5	\$ 131.00	\$ 853,792.50
Inspector		10560.0	\$ 95.00	\$ 1,003,200.00
Inspector Aide		4290.0	\$ 68.00	\$ 291,720.00
TOTAL DIRECT LABOR				\$ 6,017,830.50

PART III - OTHER COSTS

11. Miscellaneous Direct Costs	\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		\$ -
12. SUBCONTRACTS		
MADRID ENGINEERING GROUP	\$ 170,930.07	
KOW And Associates, LLC	\$ 1,211,624.81	
Northwest Surveying, Inc.	\$ 0.00	
SUB-CONTRACT SUB-TOTAL		\$ 1,382,554.87
13. REIMBURSABLE COSTS		
Field Office Monthly Cost	\$ 131,089.30	
Digital Construction Management	\$ 139,875.00	
SUB-TOTAL REIMBURSABLES		\$ 270,964.30

PART IV - SUMMARY

14. CURRENT CONTRACT AMOUNT	\$ 7,671,349.67
(Items 10, 11, 12, AND 13)	

Exhibit B

TASK FEE SUMMARY FOR ENGINEERING DIVISION POLK COUNTY, FLORIDA					
PART I - GENERAL					
1. Project RFP 25-388 - Construction Engineering & Inspection Services for CR 557 Reconstruction Project - Materials Testing			2. Proposal No. RFP NO. 25-388		
3. Name of Consultant MADRID ENGINEERING GROUP			4. Date of Proposal 09/30/25		
PART II - CONSULTANT MULTIPLIERS					
6. General Overhead		203.19%			
7. FCCM		2.560%			
8. Direct Expenses		2.76%			
9. Operating Margin		15%			
TOTAL CONSULTANT MULTIPLIER					3.24
PART II - LABOR RELATED COSTS					
10. Direct Labor	Hourly Rate	Estimated Hours	Loaded Rate		TOTAL
MAT Inspector	\$ 24.75	350.0	\$	80.07	\$ 28,024.05
MAT Senior Inspector	\$ 35.25	120.0		114.04	\$ 13,684.47
MAT Asphalt Plant Inspector	\$ 27.00	796.0		87.35	\$ 69,528.77
MAT Senior Asphalt Plant Inspector	\$ 36.00	184.0		116.46	\$ 21,429.30
MAT Administrative Assistant	\$ 24.00	42.0		77.64	\$ 3,260.98
MAT Project Manager	\$ 53.37	28.0		172.66	\$ 4,834.40
MAT Senior Engineer	\$ 84.13	36.0	\$	272.17	\$ 9,798.08
TOTAL DIRECT LABOR					\$ 150,560.07
PART III - OTHER COSTS					
11. Direct Costs (LAB SERVICES)		Estimated Units	Unit Rate		TOTAL
Limerock Bearing Ratio (FM5-515)		12.0	\$	404.90	\$ 4,858.80
Proctor Test (AASHTO T99/T180)		14.0	\$	144.00	\$ 2,016.00
Concrete Compressive Strength (ASTM C39) (Set)		44.0	\$	150.00	\$ 6,600.00
Organic Content (FM1 T267)		26.0	\$	49.20	\$ 1,279.20
Atterberg Limit (AASHTO T89/T90)		26.0	\$	135.00	\$ 3,510.00
Particle Size Analysis		26.0	\$	81.00	\$ 2,106.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					\$ 20,370.00
12. SUBCONTRACTS					
					\$
					\$
SUB-CONTRACT SUB-TOTAL					\$ -
13. REIMBURSABLE COSTS					
					\$
					\$
SUB-TOTAL REIMBURSABLES					\$ -
PART IV - SUMMARY					
14. CURRENT CONTRACT AMOUNT					\$ 170,930.07
(Items 10, 11, 12, AND 13)					

**TASK FEE SUMMARY FOR ENGINEERING DIVISION
POLK COUNTY, FLORIDA**

PART I - GENERAL

1. Project RFP 25-388 - Construction Engineering & Inspection Services for CR 557 Reconstruction Project - Materials Testing	2. Proposal No. RFP NO. 25-388
3. Name of Consultant KOW And Associates, LLC	4. Date of Proposal 09/30/25

PART II - CONSULTANT MULTIPLIERS

6. General Overhead	184.33%
7. FCCM	3.894%
8. Direct Expenses	0.00%
9. Operating Margin	33%

TOTAL CONSULTANT MULTIPLIER 3.21

PART II - LABOR RELATED COSTS

10. Direct Labor	Hourly Rate	Estimated Hours	Loaded Rate	TOTAL
Inspector	\$ 33.00	6270.0	\$ 106.00	\$ 664,644.58
Senior Inspector	\$ 43.00	3960.0	\$ 138.13	\$ 546,980.23
			\$ 0.00	\$ -
			\$ 0.00	\$ -
			\$ 0.00	\$ -
			\$ 0.00	\$ -
TOTAL DIRECT LABOR				\$ 1,211,624.81

PART III - OTHER COSTS

11. Direct Costs (OTHER SERVICES)	Estimated Units	Unit Rate	TOTAL
		\$	\$ -
		\$	\$ -

MISCELLANEOUS DIRECT COSTS SUB-TOTAL \$ -

12. SUBCONTRACTS	\$	
	\$	
SUB-CONTRACT SUB-TOTAL	\$	-

13. REIMBURSABLE COSTS	\$	
	\$	
SUB-TOTAL REIMBURSABLES	\$	-

PART IV - SUMMARY

14. CURRENT CONTRACT AMOUNT (Items 10, 11, 12, AND 13)	\$ 1,211,624.81
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**TASK FEE SUMMARY FOR ENGINEERING DIVISION
POLK COUNTY, FLORIDA**

PART I - GENERAL

1. Project RFP 25-388 - Construction Engineering & Inspection Services for CR 557 Reconstruction Project - Materials Testing	2. Proposal No. 2509-068 RFP NO. 25-388
3. Name of Consultant Northwest Surveying, Inc.	4. Date of Proposal 09/30/25

PART II - CONSULTANT MULTIPLIERS

6. General Overhead	219.87%	
7. FCCM	0.191%	
8. Direct Expenses	1.52%	
9. Operating Margin	30%	
TOTAL CONSULTANT MULTIPLIER		3.52

PART II - LABOR RELATED COSTS

10. Direct Labor	Hourly Rate	Estimated Hours	Loaded Rate	TOTAL
CHIEF SURVEYOR, PLS	\$ 83.00		\$ 291.81	\$ -
SURVEY/GIS/SUE ANALYST	\$ 45.50		\$ 159.97	\$ -
TOTAL DIRECT LABOR				\$ -

PART III - OTHER COSTS

11. Direct Costs (SURVEY SERVICES)	Estimated Units	Unit Rate	TOTAL
2-PERSON SURVEY CREW (PER DAY)		\$ 1,282.56	\$ -
3-PERSON SURVEY CREW (PER DAY)		\$ 1,750.16	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$ -

12. SUBCONTRACTS	\$	
	\$	
SUB-CONTRACT SUB-TOTAL	\$	-

13. REIMBURSABLE COSTS	\$	
	\$	
SUB-TOTAL REIMBURSABLES	\$	-

PART IV - SUMMARY

14. CURRENT CONTRACT AMOUNT (Items 10, 11, 12, AND 13)	\$	-
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CEI ESTIMATE OF WORK EFFORT			2026										2027												2028												2029								Total Man Months	Total Man Hours	
			MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL				
Name	Company	Position	Pre-Construction Utility Coordination			Construction																																						Post			
Christopher Nolen, P.E.	WSB	Senior Project Engineer	0.10	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	8.10	1336.50	
Chris Hiehle, P.E.	WSB	Project Engineer	0.40	0.60	0.80	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	39.80	6567.00
Siva Bathula, M.E.	WSB	Assoc. Project Administrator	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	40.00	6600.00
Alison Lewis	WSB	Contract Support Specialist	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	39.00	6435.00		
Chrissi Hiehle	WSB	Secretary/Clerk			0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	19.50	3217.50		
Luis Garcia	WSB	Senior Inspector	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	39.50	6517.50		
Christian Day	KOW	Senior Inspector										1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00									24.00	3960.00		
Jorge Rodriguez	KOW	Inspector			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	38.00	6270.00		
David Bain	WSB	Inspector				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	34.00	5610.00		
Steve Sherrouse	WSB	Inspector						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			30.00	4950.00		
Steven Rojas	WSB	Inspector Aide									1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00							26.00	4290.00			
Man Month Subtotal			2.00	2.30	5.00	5.70	6.70	7.70	7.70	8.70	8.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	7.70	7.70	6.70	6.70	5.70	5.70	3.70	337.90	55753.50			

Fran McAskill
Director
Procurement Division



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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

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