

## **MASTER CONSULTING AGREEMENT**

**THIS AGREEMENT** is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and WSP USA Environment & Infrastructure, Inc. (the “Consultant”) a Florida corporation, located at 5015 South Florida Avenue, Lakeland, Florida 33813, and whose Federal Employer Identification Number is: 91-1641772.

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

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

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

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

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

### **1.0 Term**

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

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

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

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

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

reimbursements.

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

### 3.2 Reimbursable

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

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

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

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

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

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



#### 4.0 **Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

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

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

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

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

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

#### 6.0 **Indemnification**

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

##### 6.2 Indemnification.

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

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

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

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

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

## 7.0 **Independent Contractor**

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

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

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

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

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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

**10.0 Compliance with Laws**

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

**11.0 Subcontracting**

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

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

**12.0 Federal and State Taxes**

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

**13.0 Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

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

**14.0 County's Responsibilities**

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

**15.0 Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

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

#### **17.0 Governing Law and Venue**

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

#### **18.0 Non-Discrimination**

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



19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

25.0 **Truth-In-Negotiation Certificate**

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

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

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

**26.0 Ownership of Documents**

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

**27.0 Access and Audits**

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

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

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

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

**28.0 Notice**

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

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

Attention: Director

As to Consultant: WSP USA Environment & Infrastructure  
5015 South Florida Avenue  
Suite 301  
Lakeland, Florida 33813

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

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

29.0 **Service of Process**

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

As to Consultant: WSP USA Environment & Infrastructure  
5015 South Florida Avenue  
Suite 301  
Lakeland, Florida 33813

30.0 **Contract Administration**

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

31.0 **Key Personnel**

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

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

Name: Brian Hathaway  
Name: Ahmed Zein  
Name: David Butcher  
Name: Michael Kelley  
Name: Kirby Lastinger  
Name: Alexander Rojas  
Name: Adil Khan  
Name: Dennis Crawford  
Name: Eduardo Hernandez

### 32.0. **Annual Appropriations**

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

### 33.0 **Liquidated Damages**

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

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

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

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

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

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

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

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

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

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to

Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of

unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)



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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

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

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

Review as to form and legal sufficiency

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

**ATTEST:**

WSP USA Environment & Infrastructure, Inc.

a Florida corporation

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

By: Mark C. Doblin  
Mark C. Doblin

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

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

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

Senior Vice President  
[Title]

DATE: 10-10-2023

SEAL



Rev 4.16.21

NEVADA

# ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

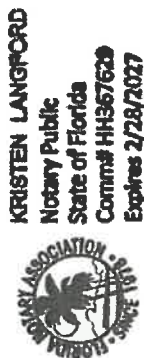
STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
 The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization  
 this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as  
 \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company,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

# ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Alachua  
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization  
 this Oct. 10 2023 (Date) by Mark Dublin (Name of officer or agent) as  
Senior Vice President (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 Oct 10 2023  
 \_\_\_\_\_ (Date) \_\_\_\_\_ (Official Notary Signature and Notary Seal)  
Kristen Langford (Name of Notary typed, printed or stamped)  
 Commission Number HH367629 Commission Expiration Date 2/28/2027

# ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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



ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

# Exhibit A

## RFP NOTICE

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

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

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

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

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

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

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

## RFP REGISTRATION

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

RFP Number: 23-328

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

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

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

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

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

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

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

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

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

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

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

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

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

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

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

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

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

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

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

***Electronic Proposals Submittal:***

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

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

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

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

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

**REQUEST FOR PROPOSAL 23-328**

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

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

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

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

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

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

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

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

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

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



## **INTRODUCTION**

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

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

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

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

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

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

## **SCOPE OF SERVICES**

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

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

## **AGREEMENT**

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

## **EVALUATION CRITERIA**

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

### **Tab 1 Executive Summary**

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

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

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

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **BID OPENING**

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

### **Selection Process**

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

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

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

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

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

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

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

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

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

Subtotal Points-20 points

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

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

Subtotal Points-80 points

by the following process:

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

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

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

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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



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

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

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

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

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

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

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

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

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

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

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

### **ATTENTION PROPOSERS**

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

You may register by going to the following link:

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

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

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

## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

## **INDEMNIFICATION**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

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

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

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

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

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

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

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

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

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

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

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



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

## **LIMITATIONS**

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

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

## **PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST**

**BARTOW, FL 33830**

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

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

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

**A. Certification(s).**

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

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

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

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

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

## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

## **EXHIBIT 1**

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

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

#### **Sending the Survey**

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

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

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

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

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

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

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

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

## **Preparing the Surveys**

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

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

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

Subject: Past Performance Survey of Similar work:

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

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

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

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

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

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

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

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

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)



Exhibit "A"  
Specific Services

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

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

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

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

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

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

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



May 10, 2023

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

**ADDENDUM #1**

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

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

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

---

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

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

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

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



ADDENDUM #1

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

**CLARIFICATION**

**DELETE IN ITS ENTIRETY:**

**Page 20, Contractual Matters**

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

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

**REPLACE WITH:**

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

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

**DRAFT AGREEMENT  
MASTER CONSULTING AGREEMENT**

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

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

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

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

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

**1.0 Term**

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

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

**2.0 Services to Be Performed by Consultant**

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

acceptance of the work

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

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

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

## 3.2 Reimbursable

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

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

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

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

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

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

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

#### 4.0 **Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

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

## 5.0 Standard of Care

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

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

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

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

## 6.0 Indemnification

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



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

6.2 Indemnification.

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

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

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

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

7.0 Independent Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.0 Subcontracting**

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

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

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

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

13.0 **Public Entity Crimes**

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

**17.0 Governing Law and Venue**

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

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

herein.

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

24.0 **Contingent Fees**

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

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

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

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

## **26.0 Ownership of Documents**

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

## **27.0 Access and Audits**

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

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

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



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

28.0 **Notice**

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

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

As to Consultant:

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

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

29.0 **Service of Process**

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

As to Consultant:

30.0 **Contract Administration**

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

31.0 **Key Personnel**

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

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

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

32.0 **Annual Appropriations**

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

33.0 **Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**ATTEST:**

STACY M. BUTTERFIELD

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

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

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

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

Review as to form and legal sufficiency

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

**ATTEST:**

**COMPANY Name**

a \_\_\_\_\_

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

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

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

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

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

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

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

**SEAL**

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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



May 18, 2023

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

### **ADDENDUM #2**

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

---

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

---

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

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

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

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

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

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

ADDENDUM #2

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

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

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

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

June 1, 2023

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

**ADDENDUM #3**

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

---

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

---

Contained within this addendum: Question asked and answered.

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

Michael Guerrero  
Sr. Procurement Analyst  
Procurement Division

---

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

---

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

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

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

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

ADDENDUM #3

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

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

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



# Polk County

Professional Geotechnical Services and Construction Material  
Testing and Inspection

RFP No.: 23-328  
Date: June 14, 2023  
Time: 02:00 p.m.





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# Submittal Form

## Proposers Incorporation Information

(Submittal Page)

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

Company Name: WSP USA Environment & Infrastructure Inc.

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

TIN #: 91-1641772

Address: 5015 South Florida Avenue, Suite 301

City: Lakeland

State: Florida

Zip Code: 33813

County: Polk

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

Contact Person: Mark Diblin

Phone Number: N/A

Cell Phone Number: (352)-219-7890

Email Address: mark.diblin@wsp.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: Nevada

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





## Tab 1

### Executive Summary





5015 South Florida Avenue  
Suite 301  
Lakeland, FL 33813  
**wsp.com**

June 14, 2023

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

**Re: Professional Geotechnical Services and Construction Material Testing and Inspection; RFP 23-328**

Dear Polk County Procurement Team:

**WSP USA Environment & Infrastructure, Inc. (WSP)** is pleased to submit our qualifications for consideration to provide Polk County with Professional Geotechnical Services and Construction Material Testing and Inspection. WSP is a global leader in engineering, construction, project management and technical consultancy services.

**WSP Organization**

We operate in more than 50 countries, employing around 65,000 people, with revenues of around \$9.1 billion through several divisions including WSP USA Environment & Infrastructure. In Florida, WSP employs more than 900 people in 23 offices in every region of the state including, Lakeland, Orlando, Tampa, Miami, Naples, Sunrise, West Palm Beach, Gainesville, Jacksonville, and Tallahassee. We can draw on our experienced local managers and geographical reach to support the needs of clients, regardless of project site and complexity. WSP's depth of global resources allows us to provide our clients with innovative solutions engineered to fit perfectly with your business challenges. We have a strong reputation for balancing global excellence with local delivery.

WSP and our legacy companies have a long history in both Florida (75 years) and around the United States. WSP has provided professional engineering services in Florida for nearly 75 years, and our Lakeland office is only short distance from each of the County offices. Our team has worked on more than 100 continuing master engineering design service contracts for government agencies in Florida, including our four current contracts with Polk County: Roads & Drainage, Utilities, Geotechnical and Construction Material Testing, and Parks & Natural Resources. As such we have tremendous experience working with cities and counties – especially Polk County.

Our proposed Contract Project Manager and our WSP team will be led by **Mr. Ahmed Zein, PhD, PE**, Assistant Vice President. Mr. Zein, leads WSP's Central Florida Geotechnical Practice and has 18 years of professional geotechnical engineering experience and manages our ongoing geotechnical contract with Polk County. Additionally, our team of quality assurance and quality control engineers, **Mr. Michael Kelley, PE** and **Mr. David Butcher, PE**, are located locally at our Lakeland office; 5015 South Florida Avenue, Suite 301; Lakeland, Florida 33813. Mr. Zein can be reached at 513-501-6178 or [ahmed.zein@wsp.com](mailto:ahmed.zein@wsp.com) or Mr. Butcher at 813-436-6557 or [David.butcher@wps.com](mailto:David.butcher@wps.com). Additionally, **Mr. Mark Diblin, PG**, Senior Vice President is WSP's Florida District Leader and has contractual signature authority to execute contracts on behalf of WSP with Polk County.

**Interest in Providing Services**

As a firm with a large local presence, with 45 full-time professionals working in our Lakeland office, WSP is committed to making a positive impact and serving our local communities. Polk County is a valued client with whom we have a great relationship. We have had the pleasure of working with several County Divisions over the years on numerous successful projects and currently have active continuing services contracts with the Parks and Natural Resources Division and Utilities Division. WSP is committed to providing exceptional client service to Polk County. We understand the importance of providing high-quality work products on time and within budget. Our staff has been working for Polk County for more than 20 years and has completed hundreds of projects for Polk County, various municipalities, the water management districts, and private sector clients.

Quite often, our staff is already familiar with local conditions, and site location details when we are contacted by County staff to assist on a new assignment. Our vast local experience provides a value added component to our services.

For this contract, we have partnered with local SBE/DBE geotechnical subconsultant, Madrid Engineering Group, Inc located in Bartow, FL to support geotechnical drilling and testing services. We are also including Amdrill, Inc. who owns one of the largest fleet of specialty drilling equipment in Florida. In addition, we have included GeoView, Inc. and Ambient Technology, Inc. of St. Petersburg, FL to complement our geophysical and geotechnical drilling services. We routinely team with these firms and currently have active projects together.

Given our proven performance with Polk County, our high level of expertise with the requested services, our extensive local staff, and our highly qualified teaming partners, we are very interested in bringing the best overall value and quality to Polk County for the successful execution of assignments under this contract.

### Why Select WSP?

WSP has been providing high quality geotechnical and construction material testing and inspection services to many Florida cities and counties for several decades, and as a result, we understand the issues that currently affect local government. Please consider the following while you review our qualifications:

- ▶ **Successful Performance on Similar Projects** - WSP has executed a master design contract from our Florida offices with local governments across Florida for decades. We have gained substantial experience involving timely and cost-effective project delivery with a comprehensive, qualified, and competent team, who routinely perform these services for a variety of state and local agencies throughout Florida.
- ▶ **Committed, Exceptional Depth of Local Technical Resources** - All proposed personnel will commit their time to Polk County as needed. With local staff that live, work, and play right here in Polk County, we are committed to successful projects that benefit our local community. Current and projected workloads will not restrict our ability to continue our successful relationship serving Polk County under this contract.
- ▶ **Committed to Serving and Protecting the County's Infrastructure and Quality of Life** - Meeting the County's needs and helping you achieve project success is important to us, because we understand the benefit to everyone in the County. We clearly understand that working with the County on the completion of these projects will improve the quality of life for the citizens of Polk County.

WSP appreciates the opportunity to submit this proposal for your review. We would be pleased to speak with you further regarding our proposal and are excited about the possibility of continuing to work with Polk County.

Sincerely,



Ahmed Zein, PhD, PE  
Assistant VP, Project Manager



Mark Diblin, PG  
Senior VP, Florida District Lead

# Licenses and Certifications (Firm)

**WSP USA ENVIRONMENT & INFRASTRUCTURE**  
**1105 LAKEWOOD PARKWAY**  
**SUITE 300**  
**ALPHARETTA Georgia 30009**  
**OUT OF STATE**

**550 NORTHLAKE BLVD.**  
**SUITE 1000**  
**ALTAMONTE SPRINGS FL 32701**  
**SEMINOLE**

**Engineering Business Registry**  
**Registry**  
**5392**  
**Current**  
**07/17/1989**



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB7932**

Expiration Date February 28, 2025

## Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

WSP USA ENVIRONMENT & INFRASTRUCTURE INC  
 1075 BIG SHANTY RD NW STE 100  
 KENNESAW, GA 30144-3652

WILTON SIMPSON  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

### LICENSEE DETAILS

10:16:14 AM 6/13/2023

**This is a business tracking record only.**

[Click here for information on how to verify that this business is properly licensed.](#)

#### Licensee Information

Name: WSP USA ENVIRONMENT & INFRASTRUCTURE INC. (Primary Name)  
 Main Address: 5845 NW 158 ST  
 MIAMI LAKES Florida 33014  
 County: DADE  
 License Location: 1105 LAKEWOOD PKWY STE 300  
 ALPHARETTA GA 30009  
 County: OUT OF STATE

#### License Information

License Type: Geology Business Information  
 Rank: Business Info  
 License Number:  
 Status: Current  
 Licensure Date: 08/30/2005  
 Expires:

OWNER NAME		LOCATION	
WSP USA ENVIRONMENT & INFRASTRUCTURE INC		5015 S FLORIDA AVE Suite 301 LAKELAND	
BUSINESS NAME AND MAILING ADDRESS		CODE	ACTIVITY TYPE
WSP USA ENVIRONMENT & INFRASTRUCTURE INC		540190	PROFESSIONAL ENGINEER
WSP USA ENVIRONMENT & INFRASTRUCTURE INC		540220	PROFESSIONAL GEOLOGIST
1075 BIG SHANTY RD, NW SUITE 100 KENNESAW, GA 30144			
SIGN HERE			
SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.			
		AMOUNT DUE: 57.75	
PAID - 905164 08/29/2022 HSP TP 57.75 WSP USA ENVIRONMENT & INFRASTRUCTURE INC			

#### For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

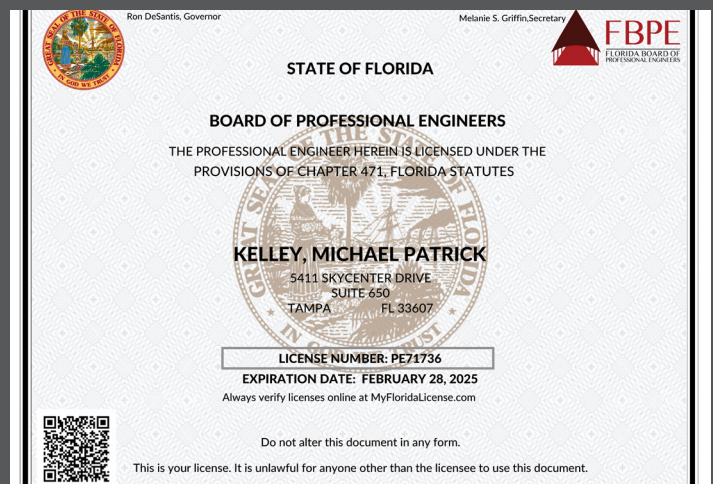
An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, [polkpa.org](http://polkpa.org).

POLK COUNTY LOCAL BUSINESS TAX RECEIPT		EXPIRES:	09/30/2023
ACCOUNT NO. 70852		CLASS: 6+	
OWNER NAME	LOCATION		
WSP USA ENVIRONMENT & INFRASTRUCTURE INC	5015 S FLORIDA AVE Suite 301 LAKELAND		
BUSINESS NAME AND MAILING ADDRESS			
WSP USA ENVIRONMENT & INFRASTRUCTURE INC	CODE	ACTIVITY TYPE	
WSP USA ENVIRONMENT & INFRASTRUCTURE INC 1075 BIG SHANTY RD, NW SUITE 100 KENNESAW, GA 30144	540190 540220	PROFESSIONAL ENGINEER PROFESSIONAL GEOLOGIST	
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 - 905164 08/29/2022 HSP	TP 57.75	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	

# Licenses and Certifications (individual)

<p><b>HATHAWAY, BRIAN SCOTT (Primary Name)</b>  <b>11800 SE WILLIAMS TERRACE</b>  <b>JUPITER Florida 33469</b>  <b>PALM BEACH</b></p>	<p><b>Information</b></p> <p><b>Address:</b> <b>ZEIN, AHMED SAMIR (Primary Name)</b>  <b>1232 ESTANCIA WOODS LOOP</b>  <b>WINDERMERE Florida 34786</b>  <b>ORANGE</b></p>
<p><b>Professional Engineer</b>  <b>Prof Engineer</b>  <b>60724</b>  <b>Current,Active</b>  <b>01/13/2004</b>  <b>02/28/2025</b></p>	<p><b>Information</b></p> <p><b>Type:</b> <b>Professional Engineer</b>  <b>Prof Engineer</b>  <b>Number:</b> <b>92223</b>  <b>Current,Active</b>  <b>Expiration Date:</b> <b>09/09/2021</b>  <b>02/28/2025</b></p> <p><b>Qualifications</b> <b>Qualification Effective</b>  <b>09/09/2021</b></p>



# Licenses and Certifications (individual)

*Board of Certified Safety Professionals*

Upon the recommendation of the  
Board of Certified Safety Professionals,  
by virtue of the authority vested in it,  
has conferred on

**John Kirby Lastinger**

the credential of

**Certified Environmental, Safety and Health Trainer**

and has granted the title as evidence of meeting the qualifications and passing the required  
examination so long as this credential is not suspended or revoked and is renewed annually.



December 28, 2013  
DATE ISSUED

13126  
DISPATCH NUMBER

*[Signature]*  
BOARD PRESIDENT SIGNATURE

*[Signature]*  
BOARD SECRETARY SIGNATURE

## LICENSEE DETAILS

10:07:33 AM 6/13/2023

### Licensee Information

Name: DAY, TIRRELL KENYATTA (Primary Name)  
Main Address: 11628 BRANCH MOORING DR  
TAMPA Florida 33635  
County: HILLSBOROUGH  
  
License Mailing: 11628 BRANCH MOORING DR  
TAMPA FL 33635  
County: HILLSBOROUGH

### License Information

License Type: Professional Engineer  
Rank: Prof Engineer  
License Number: 82160  
Status: Current,Active  
Licensure Date: 01/09/2017  
Expires: 02/28/2025

### Special Qualifications

Qualification Effective

Structural 1 01/09/2017

## LICENSEE DETAILS

10:10:13 AM 6/13/2023

### Licensee Information

Name: GIFFONI, CARLOS AUGUSTO (Primary Name)  
Main Address: 4666 SE DOGWOOD TERRACE  
STUART Florida 34997  
County: MARTIN  
  
License Mailing: 4666 SE DOGWOOD TERRACE  
STUART FL 34997  
County: MARTIN  
  
License Location: 4666 SE DOGWOOD TERRACE  
STUART FL 34997  
County: MARTIN

### License Information

License Type: Professional Engineer  
Rank: Prof Engineer  
License Number: 64700  
Status: Current,Active  
Licensure Date: 07/12/2006  
Expires: 02/28/2025

### Special Qualifications

Qualification Effective

Civil 10/10/2005

## LICENSEE DETAILS

10:04:24 AM 6/13/2023

### Licensee Information

Name: HERNANDEZ, EDUARDO A. (Primary Name)  
Main Address: 5821 NW 56TH PLACE  
TAMARAC Florida 33319  
County: BROWARD

### License Information

License Type: Professional Engineer  
Rank: Prof Engineer  
License Number: 77047  
Status: Current,Active  
Licensure Date: 01/17/2014  
Expires: 02/28/2025

### Special Qualifications

Qualification Effective

Civil 07/31/2013

## LICENSEE DETAILS

10:00:45 AM 6/13/2023

### Licensee Information

Name: LIZARRAGA BARRERA, JOSE JUAN (Primary Name)  
Main Address: 220 RIVERSIDE AVE.  
UNIT 332  
JACKSONVILLE Florida 32202  
County: DUVAL

### License Information

License Type: Professional Engineer  
Rank: Prof Engineer  
License Number: 96605  
Status: Current,Active  
Licensure Date: 06/09/2023  
Expires: 02/28/2025

### Special Qualifications

Qualification Effective

Civil 06/09/2023

## LICENSEE DETAILS

10:01:53 AM 6/13/2023

### Licensee Information

Name: MARKS, EDWARD H (Primary Name)  
Main Address: 9011 SW 138 STREET  
UNIT C  
MIAMI Florida 33176  
County: DADE

### License Information

License Type: Professional Geologist  
Rank: PG  
License Number: PG2553  
Status: Current,Active  
Licensure Date: 12/17/2008  
Expires: 07/31/2024



# Licenses and Certifications (individual)

## LICENSEE DETAILS

10:03:17 AM 6/13/2023

### Licensee Information

Name:	MELO, LUIS R. (Primary Name)
Main Address:	6267 WEST 24TH AVE. #202 HIALEAH Florida 33016
County:	DADE

### License Information

License Type:	Engineering Intern
Rank:	
License Number:	
Status:	Eligible for Exam
Licensure Date:	
Expires:	

## LICENSEE DETAILS

9:55:40 AM 6/13/2023

### Licensee Information

Name:	PONCE, LUIS ALBERTO (Primary Name)
Main Address:	7840 ROCKPORT CIRCLE LAKE WORTH Florida 33467
County:	PALM BEACH

### License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	71723
Status:	Current,Active
Licensure Date:	07/23/2010
Expires:	02/28/2025

### Special Qualifications

Qualification Effective	
Civil	07/23/2010
Advanced Building Code Course Credit	08/15/2018

## LICENSEE DETAILS

10:05:35 AM 6/13/2023

### Licensee Information

Name:	POZO, WINSOR C. (Primary Name)
Main Address:	7800 BEECHFERN CIRCLE TAMARAC Florida 33321
County:	BROWARD

### License Information

License Type:	Professional Engineer
Rank:	
License Number:	
Status:	Eligible for Exam
Licensure Date:	
Expires:	

### Special Qualifications

Qualification Effective	
Civil	01/26/2017

## LICENSEE DETAILS

10:00:05 AM 6/13/2023

### Licensee Information

Name:	RAZI, K M ALIM AL (Primary Name)
Main Address:	5912 MUSTANG PL ORLANDO Florida 32822
County:	ORANGE

### License Information

License Type:	Professional Engineer
Rank:	
License Number:	
Status:	Application In Process
Licensure Date:	
Expires:	

## LICENSEE DETAILS

9:53:36 AM 6/13/2023

### Licensee Information

Name:	ROJAS, ALEXANDER (Primary Name)
Main Address:	3921 NEW VALENCIA GREENACRES Florida 33467
County:	PALM BEACH

### License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	75704
Status:	Current,Active
Licensure Date:	02/01/2013
Expires:	02/28/2025

### Special Qualifications

Qualification Effective	
Civil	02/01/2013
7th Edition, Florida Building Code	12/19/2022

## LICENSEE DETAILS

10:02:45 AM 6/13/2023

### Licensee Information

Name:	RICHCREEK, DEREK (Primary Name)
Main Address:	6580 SEMINOLE BLVD LOT 408 SEMINOLE Florida 33772
County:	PINELLAS

### License Information

License Type:	Professional Geologist
Rank:	PG
License Number:	PG2867
Status:	Current,Active
Licensure Date:	12/09/2014
Expires:	07/31/2024

## LICENSEE DETAILS

9:56:55 AM 6/13/2023

### Licensee Information

Name:	ZHAO, WENBIN (Primary Name)
Main Address:	1284 WATERWAY COVE DR. WELLINGTON Florida 33414
County:	PALM BEACH

### License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	78558
Status:	Current,Active
Licensure Date:	01/01/2015
Expires:	02/28/2025

### Special Qualifications

Qualification Effective	
Civil	07/03/2014

**As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability.** With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.



5015 South Florida Avenue  
Suite 301  
Lakeland, FL 33813

**wsp.com**



# Polk County

Professional Geotechnical Services and Construction Material  
Testing and Inspection

RFP No.: 23-328  
Date: June 14, 2023  
Time: 02:00 p.m.





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## **Tab 2**

### Approach to the Project



# Approach to the Project

WSP and our Project Execution Team has significant experience servicing similar Task Work Order (TWO) based geotechnical, construction materials testing (CMT) and inspection services contracts for numerous local City and County governments. WSP is an incumbent on Polk County's ongoing geotechnical and CMT professional services contract and are knowledgeable of this contract's requirements and experienced in providing similar services to Polk County. WSP will act as an extension to the County's available resources, as well as coordinate and communicate concisely with the County's project managers and representatives. Our Project Manager, **Mr. Ahmed Zein, PhD. PE**, will be WSP's single and direct point of contact, responsible for corresponding directly with Polk County's Contract representatives. **Mr. Brian Hathaway, PE** will serve as Principle-in- Charge and backup point of contact for the County.

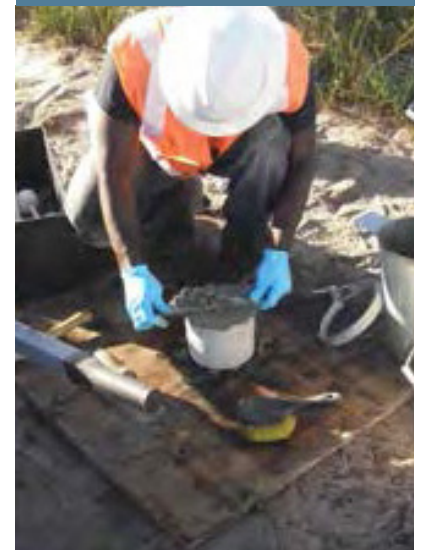
## TWO Execution

WSP will meet with the County's representatives within 2 to 3 days following receipt of each TWO service request to discuss and assist in the development of the scope of work (SOW). WSP will prepare a written technical proposal outlining specific details and tasks related to the work; our proposed team organizational structure; list all necessary resources and equipment required to execute the work, present a schedule identifying estimated timelines to complete field services, testing, analyses, and our technical deliverables. Our proposal will include a detailed cost breakdown of anticipated labor and testing services based on the proposed Scope of Work (SOW) and in accordance with our negotiated contract rate schedule. Mr. Zein will set up a unique WSP project identification number in our electronic cost accounting system. Our financial controls software allows our PMs to track weekly project effort and budgets.

## Site Reconnaissance

It is standard practice for WSP representatives to perform a detailed site reconnaissance prior to finalizing our field exploration plans and/or mobilizing any exploration equipment. Our site reconnaissance program typically includes an initial desktop review of available historical site information, which may include previous subsurface information, USGS soil site survey information, existing site or adjacent geotechnical borings, site topographic information, available structural and/or utility plans, and historical and current aerial photographs. The desktop study is then followed by a site visit/ evaluation that is performed by WSP representatives. We will review the existing site conditions to evaluate site access and equipment mobilization concerns, site drainage, identify overhead and potential underground utilities and/or obstructions, and any other site safety concerns or conditions that can hinder or impact our ability to perform our planned exploration services. During our site reconnaissance, our field representatives will identify the location of planned borings. The exploration locations and information obtained during our site visit are later used to perform a site-specific utility clearance and conflict resolution services, including notifying public utility members through Florida's Sunshine 811 notification protocols.

*Through our deep pool of resources, we are able to assign each project management and task leadership role with a dedicated professional who will be supported by a multidisciplinary firm of supporting resources to check that task and external conflicts are minimized and that the overall project is completed efficiently and in accordance with the established project schedule.*





### Geotechnical Field Exploration

After the WSP team receives County approval of the work order and notice to proceed, we will mobilize to the site and perform the field exploration services. Prior to commencement of the work, the WSP project manager and the on-site personnel will complete a job safety review to identify potential safety hazards and to take appropriate measures to reduce risks of injury. Tailgate safety meetings will also be regularly completed as the project progresses. The field exploration may include:

- ▶ Boring layout using GPS equipment (or by survey, if that level of accuracy is required)
- ▶ Standard Penetration Test (SPT) borings
- ▶ Solid auger stem borings
- ▶ Hand auger borings
- ▶ Rock coring (4-inch)
- ▶ Ground penetrating radar
- ▶ Cone Penetrometer Testing (CPT)
- ▶ Flat Dilatometer Testing (DMT)
- ▶ Undisturbed sampling (Shelby Tube)
- ▶ Muck probes
- ▶ Backhoe observation pits.
- ▶ GeoProbe – soil and groundwater sampling
- ▶ Well abandonment
- ▶ Piezometer/monitoring well installation
- ▶ In-situ permeability testing (recharge and pumping testing)
- ▶ Double Ring Infiltrometer (DRI) tests
- ▶ Vane shear testing
- ▶ Down hole or cross hole seismic testing
- ▶ Field resistivity testing
- ▶ Laboratory and in-situ testing

The WSP team will perform laboratory testing on soil and rock samples obtained from the field exploration program, which may include:

- ▶ Natural moisture content
- ▶ Atterberg limits
- ▶ Fines content
- ▶ Organic content
- ▶ Grain size analysis
- ▶ Hydrometer analysis
- ▶ Consolidation
- ▶ Triaxial shear strength
- ▶ Unconfined compression tests
- ▶ Specific gravity
- ▶ Permeability
- ▶ Moisture density test (standard or modified proctor)
- ▶ Corrosivity testing (pH, resistivity, chlorides and sulfates)
- ▶ Florida Bearing Value (FBV)
- ▶ Limerock Bearing Ratio (LBR)/California Bearing Ratio
- ▶ (CBR)
- ▶ Soil-cement design

### Engineering Analysis and Recommendations

For this task, the WSP team will perform applicable geotechnical engineering analysis for the work order. Our experienced engineering staff can perform a full range of analyses including:

- ▶ Seepage analysis
- ▶ Slope stability evaluation
- ▶ Immediate, consolidation, and secondary (creep) settlement
- ▶ Dam and levee embankment design
- ▶ Soil-Structure interaction
- ▶ Deep foundation design – driven, auger-cast, mini and drilled piles
- ▶ Grout design
- ▶ Dewatering system design
- ▶ Shallow and mat foundation design
- ▶ Roadway design
- ▶ Earth retention structure design

### Reporting

Upon completing the field exploration program and engineering analysis, the WSP team will issue a draft geotechnical report to the County for its review. A typical geotechnical report will include a description of methods, findings, and geotechnical recommendations as well as appendices containing

figures of the site location and boring locations, the boring logs, and laboratory test results.

WSP will be available to present the report findings and to respond to any review comments that the County may have. All County review comments will be incorporated into the final geotechnical report.

### **Construction Support**

As in other tasks, the level of construction support will vary substantially depending on the type of project and the County requirements. The WSP team has the flexibility and resources to accommodate the full range of required construction support.

Assuming a moderate to large construction project, WSP would begin the task by attending a preconstruction meeting with the contractor and the County to address any concerns, review the construction schedule, identify equipment and staging areas, and review the overall objectives of the project. We strive to develop good working relationships with all project participants by encouraging an open and frequent line of communication. Our overall construction engineering inspection and administrative services will include:

- ▶ Document construction activities with reports and photos
- ▶ Material and compaction control
- ▶ Monitoring construction operations and materials placement methods
- ▶ Construction materials testing (laboratory and field)
- ▶ Review/approve shop drawings and alternative materials
- ▶ Approval of field adjustments
- ▶ Administration/approval of payment requests

We will develop and implement a construction quality assurance/quality control plan to document and verify that the construction activities meet the requirements of the project plans and specifications. Two important components of construction inspection are timely reporting of compliance testing results and accurate, systematic tracking of any deficiencies and subsequent repairs in the work. We have completed construction inspection on many major construction projects and have developed tracking systems and reporting protocols using a system of spreadsheets for maintaining field and laboratory test data and results.

### **Deliverables**

A specific deliverable will be provided at the completion of each project milestone, as delineated

in the statement of work for each work order. The WSP team will solicit input from the County as the project progresses and as each deliverable is being developed so that the final deliverable is acceptable to the County and fully complies with the project requirements. When appropriate, a draft version of the deliverable will be submitted to the County for comment prior to completion of the final deliverable. All draft and final submittals will be accompanied by a signed Quality Certificate of Compliance.

### **Completion Schedule**

The cost proposal generated for each task order will provide detailed schedules for completing each deliverable. These schedules will vary depending on the type of task order received. The WSP team takes pride in our ability to provide sufficient manpower on a project to meet aggressive design and construction schedules.

WSP can mobilize a rig and crew to most any site within the County's geographic area within three to five working days. This includes the two-day requirement for clearance of the utilities. The specific time of drilling and other field activities is a function of the amount of fieldwork, number of borings, and other quantitative aspects of the field program.

Laboratory work is typically begun within two weeks following the completion of drilling, or after the first few days of drilling activities have generated the first batch of soil and rock samples. Laboratory work generally continues until two to three weeks after the completion of the fieldwork.

Preliminary engineering analysis begins after the soil and rock samples are visually classified. Draft profiles are created for our foundation or other engineering analyses. This process continues until the laboratory results are completed and the final analyses are begun. This process is a function of the complexity of the





project. The preparation of the draft report is prepared at the conclusion of our analyses. The preparation and review can take from several hours to several days.

Our project completion schedule is directly proportional to the complexity of the specific project and the amount of effort required to complete the tasks. Our work and the effort required to complete the work will be monitored and adjusted to meet your required schedule.

### **Quality Assurance/Quality Control**

Successfully conducting multi-discipline, multi-task projects requires more than just resources, it also requires processes. It begins with planning and is supported by internal quality programs designed to ensure appropriate level of leadership, customer care, and technical competency are brought to every project. We have comprehensive and proven QA/QC systems and procedures and personnel to ensure quality management and execution of all program and projects. Quality is always part of the project deliverable.

The ultimate purpose of our QA/QC program is to provide clients with confidence that services are performed according to agreed-upon specifications and within applicable rules, regulations, codes, and standards, to the highest extent possible. It is strongly imbedded in our culture to implement the practices described in our Corporate QA Procedures. The foundation of the QA program is the use of fully trained personnel, accurately calibrated and maintained equipment, and review of all reports, proposals, and test data by our principal professionals. All reports, proposals, and test data provided to clients are required to have a senior independent review. Principal or Senior level professionals must perform the review for all services requiring engineering or scientific evaluation, interpretation, or judgment.

Our QA Manual outlines engineering and science policies, and various discipline specific work and test procedures that are key elements of our QA Program. The system of functions and controls we've established apply to all disciplines and scopes of services. Provisions are included for incorporation of client specific requirements such as FDOT roadway and traffic design standards, standard specifications for road and bridge construction as well as the PD&E Manual and the Department's regulations and operating procedures.

For this contract, we have assigned **Mr. David Butcher, PE** and **Mr. Michael Kelley, PE** for QA/QC. They will



provide continuous QA/QC throughout the life of the contract. We also believe it is equally important that our team for each assignment has a comprehensive understanding of all tasks at hand and the necessary skills and level of expertise to allow for timely performance. Perhaps more than any other factor, the staff assigned to each project is key to quality management, maintaining the project budget, and remaining on schedule. Our project team is comprised of a group of highly qualified and experienced professionals who have completed multiple projects with nearly identical scopes of services, budgets, and schedules. This collection of expertise, experience, and professional judgment is irreplaceable when it comes to managing project budget and schedule. Additionally, our team includes support staff with experience on projects that are similar in scope and are capable of supplementing, in the event that unforeseen circumstances necessitate additional resource commitments to meet or improve schedule and/or budget performance standards.

It is important to know that we thoroughly enjoy working with Polk County to improve our quality-of-life standards through infrastructure projects. Although we are a large firm, many of us are life-long residents of Polk County and thrive on providing high-quality and responsive services here at home. Additionally, we understand the budgetary constraints of our municipal clients and know how to provide our services in the most cost-effective manner to the utmost satisfaction.

**As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability.** With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.



5015 South Florida Avenue  
Suite 301  
Lakeland, FL 33813

**wsp.com**



# Polk County

Professional Geotechnical Services and Construction Material  
Testing and Inspection

RFP No.: 23-328  
Date: June 14, 2023  
Time: 02:00 p.m.





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## **Tab 3**

### Experience, Expertise, Personnel and Technical Resources

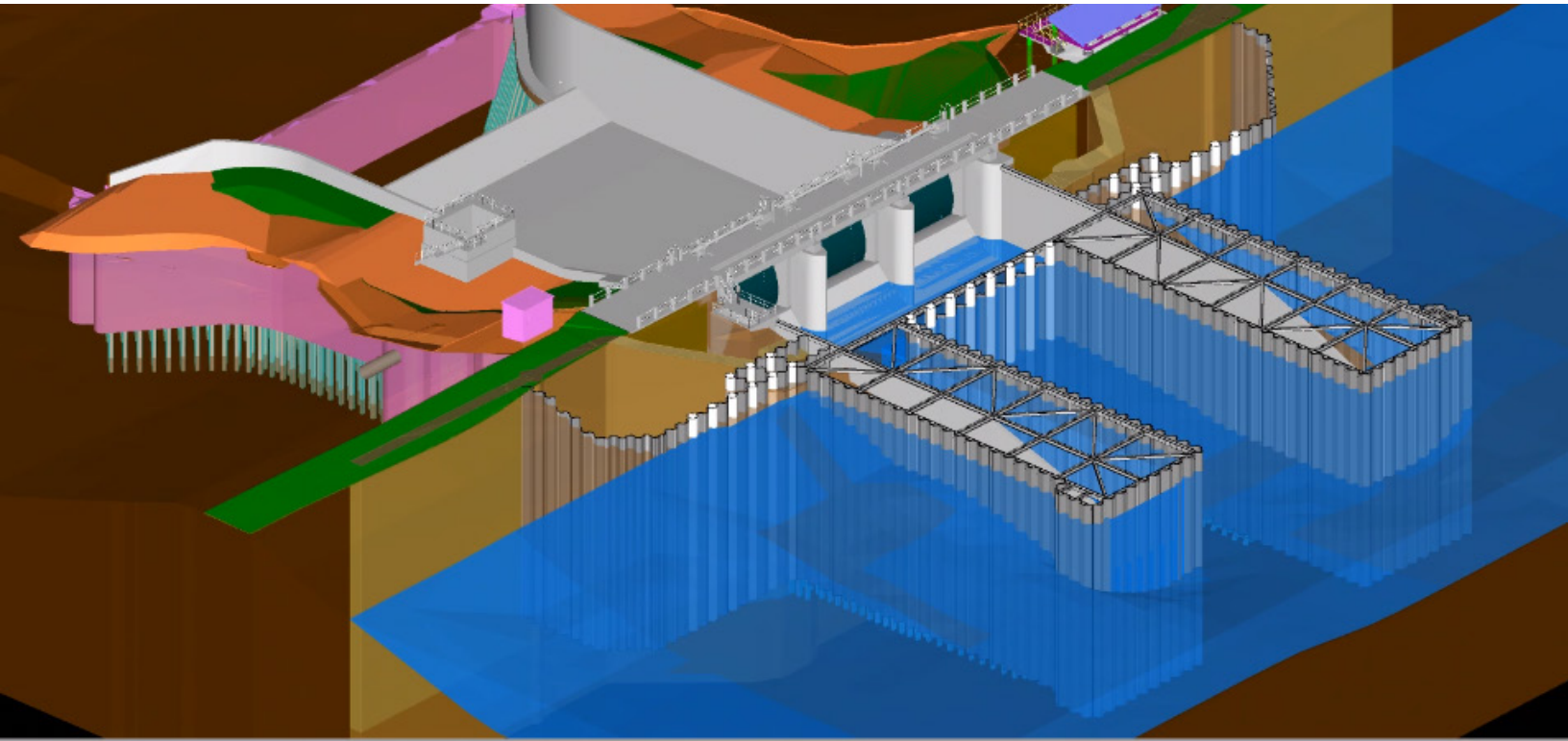


## Similar Projects

In the following pages is our project experience with projects related to geotechnical and construction material testing and inspection services in the past 5 years.







## Lake Manatee Dam Phase I Emergency Repairs and Phase II Final Repairs

Bradenton, Florida

During the implementation of a supplemental dam safety inspection for the Lake Manatee Dam near Bradenton, Florida, WSP identified a serious internal erosion and piping failure mechanism that had been present shortly after construction and that required the emergency installation of a deep seepage cutoff wall to prevent a failure of the dam. Phase I of this project involved the emergency installation of the cutoff wall and was completed in 2015. Phase II was initiated in 2015 and is ongoing. Phase II's purpose is to repair non-emergency type damage and to restore the Service Spillway seepage control system.

The Lake Manatee Dam is located on the Manatee River 14 miles west of Bradenton, Florida and is an in-stream reservoir approximately 20 miles upstream of the discharge point of the Manatee River into Tampa Bay. It was constructed between 1965 and 1967 for drinking water to Manatee County. It consists of an approximately 4,700-foot-long earthen embankment with both an Ogee-type reinforced concrete service spillway and an earthen fuse-plug type emergency spillway.

### What was unique about this project?

The emergency nature of this project within a compressed time frame and the complexity of managing a \$20-million construction project from initial conception through subsurface investigation to design and permitting and into final construction in a 3.5-month time frame are truly unique. **The client commented that WSP showed excellent responsiveness to their needs throughout the project.**

#### Firm/Responsibility:

WSP/Prime

Geotechnical Design and  
Construction Inspection  
and Material Testing

#### Client/Owner:

Carollo Engineers/  
Manatee County

#### Client Contact:

Albert Rosenstein  
4410 66th Street West  
Bradenton, Florida 34210  
P: 941.708.7450 ext. 7219  
albert.rosenstein@  
mymanatee.org

#### Project Cost:

\$4.4 million

#### Project Dates:

2013 to ongoing

#### Change Orders:

► No change orders



## Se7en Wetlands Treatment System - Embankment Dams Annual Inspections Lakeland, Florida

WSP was directed by the City of Lakeland to perform annual visual dam safety inspections for the existing Se7en Wetlands Treatment System (AWTS). The annual safety inspections have been performed by WSP since 2018 and are ongoing. The ultimate objective of the Dam Safety program at the facility is to prevent an uncontrolled release of the impounded water retained in each of the seven cells. The annual dam safety inspections are focused on observations and documented behavior of the dam corresponding to three failure modes including overtopping, internal erosion, and mass movement. The inspections are conducted in general accordance with Florida Administrative Code (FAC) Chapter 62-672.

WSP provided the following services as part of its annual dam safety inspection at AWTS:

- ▶ Review all available data from the previous year's dam safety inspection and review weekly inspection data provided by the City of Lakeland.
- ▶ Perform site inspections and document the current embankment and structure conditions.
- ▶ Provide report outlining a historical review of the perimeter dikes including previous performance and repairs, facility weekly inspection reports, and observations and recommendations for maintenance.
- ▶ Provide on-call contingency services.

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### **Firm/Responsibility:**

WSP/Prime

Geotechnical Design

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### **Client/Owner:**

City of Lakeland

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### **Client Contact:**

Molly Klinepeter  
Environmental Scientist  
P: 863.834.6581  
E: Molly.Klinepeter@lakelandgov.net

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### **Project Cost:**

Original: \$13,179  
Ending: \$9,290

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### **Project Dates:**

2018 to ongoing

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### **Change Orders:**

- ▶ No change orders





## Lainhart and Masten Dam Repairs

### Jupiter, Florida

SFWMD hired WSP to design the repair of two old low-head dams and the reconstruction of the streambank and floodplain where the river had eroded a bypass around the left abutment of the Masten Dam. The dams are 1930's vintage weir structures that prevent saltwater intrusion, maintain floodplain water levels, and facilitate year-round canoeing and kayaking along one of Florida's most iconic streams. The design was a matter of much public interest given that the Loxahatchee River is one of two National Wild and Scenic Rivers in Florida. The client required a robust and long-term engineering and ecological solution.

WSP's approach integrated soil bioengineering and natural channel design with geotechnical engineering and river mechanics to provide a robust system with a highly natural and historically accurate aesthetic. The design required collaboration with the Loxahatchee River Management Coordinating Council, as well as an interdisciplinary SFWMD design review panel convened to meet U.S. Army Corps of Engineers Dr. Checks quality assurance and control criteria. The project consisted of several key components, requiring coordination among team members from WSP and two sub-contractors.

The project required WSP to provide a very high level of structural integrity while meeting a natural and historic aesthetic. This involved protecting centuries old cypress trees within the earthwork areas, literally rebuilding the eroded shoreline and floodplain swamp around them. Soil bioengineering techniques new to the District were designed, and WSP developed the District's first Vegetated Reinforced Soil Slope (VRSS) specification sheet to rebuild and stabilize the river bank. Additional erosion and scour protection was provided by hand-placed articulated concrete blocks and marine mattresses.

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#### **Firm/Responsibility:**

WSP/Prime

Geotechnical Design and Construction Inspection Services

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#### **Client/Owner:**

South Florida Water Management District

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#### **Client Contact:**

Octavio B. Castillo, PE  
3301 Gun Club Road  
West Palm Beach,  
Florida 33406  
561.682.6920 (p)  
occastil@sfwmd.gov

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#### **Project Cost:**

\$2.2 million

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#### **Project Dates:**

2014 to 2018

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#### **Change Orders:**

► No change orders



## Mosaic SFM-11 Phosphatic Clay Settling Area

### Bowling Green, Florida

WSP has conducted a geotechnical investigation, complete engineering design analyses, provide design construction recommendations and provide technical and construction control services for the SFM-11 Phosphatic Clay Settling Area (SFM-11). The design and construction criteria were selected to conform to Mosaic's technical guidelines and the requirements of Chapter 62-672, Florida Administrative Code (FAC). The subject site is located approximately 3.0 miles east of the intersection of U.S. 17 and County Line Road near Bowling Green, Hardee County, Florida (Section 6 Township 33 South, Range 26 East, and Section 1 Township 33 South, Range 25 East). Approximately 13,000 linear feet of perimeter earthen embankment will be constructed to form the three sides of SFM-11 adjacent to the existing SFM-9 CSA. The settling area will also include a stormwater ditch, return hydraulic ditch, and two spillways. The approximate footprint of SFM-11 is 410 acres. SFM-11 has a minimum crest elevation of 165 feet NGVD and a maximum design fluid level at elevation 160 feet.

A return hydraulic ditch will be located along the north side of the settling area and will be connected to the existing SFM-9 plant return hydraulic ditch. Two adjustable-weir decant spillway structures located at the northwest portion of the settling area will discharge clarified water into the return hydraulic ditch system with a maximum operation water elevation of 132 feet.

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#### Firm/Responsibility:

WSP/Prime

Geotechnical Design and CMT services

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#### Client/Owner:

Mosaic Fertilizer, LLC

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#### Client Contact:

Michael O'Reilly  
414 W. Main Street  
Wauchula, Florida 33873  
863.486.3791 (p)  
michael.oreilly@mosaicco.com

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#### Project Cost:

\$3 million

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#### Project Dates:

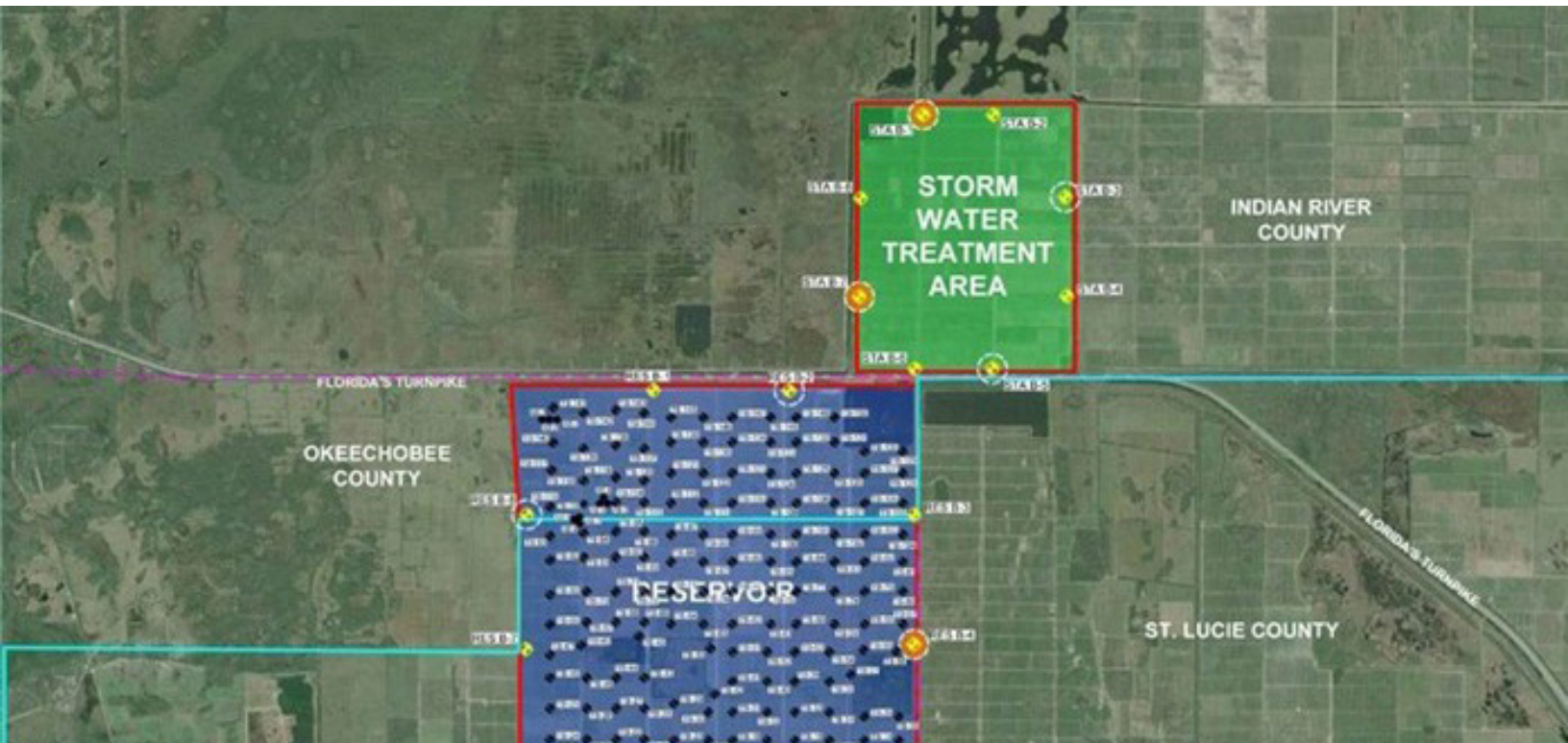
2016 to Ongoing

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#### Change Orders:

► No change orders





## Grove Land Reservoir and Stormwater Treatment Area, Phase II

### Okeechobee and Indian River Counties, Florida

The proposed 5,000-acre reservoir is expected to store 15 feet of water, providing approximately 75,000 acre-feet of above-ground storage on the 5,683-acre tract. Water from the reservoir would flow to the 2,000-acre STA to the north. Conveyance improvements and additional capacity for the C-23 and C-24 Canals will allow additional excess water from those watersheds to also flow to the reservoir via the C-25 Canal. The STA would reduce total phosphorus and total nitrogen concentrations in the water using advanced wetland treatment technology. This treated water could be discharged to the SJRWMD C-52 flow-way or to the SFWMD's C-25 Canal for water supply and environmental deliveries. Construction is expected to take two years.

For Phase II, WSP has provided engineering and environmental services, including:

- ▶ Initial geotechnical site investigation including Standard Penetration Test (SPT) borings, piezometer installation, mechanical auger borings, Cone Penetration test (CPT) soundings, soil classification testing, and advanced geotechnical laboratory testing
- ▶ Phase II Environmental Site Assessment of the project site involving soil sampling, laboratory testing, and completion of a Screening Level Ecological Risk Assessment (SLERA).
- ▶ Dam hazard classification determination
- ▶ 30% Design Freeboard determination based on wave run up, set up, and overspray for a series of design wind and rainfall events
- ▶ 30% Design Seepage, stability, settlement, and seismic design of the proposed reservoir and STA embankments

#### Firm/Responsibility:

WSP/Prime

Geotechnical Design

#### Client/Owner:

Hazen & Sawyer

#### Client Contact:

Fred Holmes  
2420 S. Lakemont  
Avenue, Suite 325  
Orlando, Florida 32814  
(407) 362-1102 (p)  
fholmes@  
hazenandsawyer.com

#### Project Cost:

\$2 million

#### Project Dates:

2021

#### Change Orders:

- ▶ No change orders





## US HIGHWAY 27 AT FOUR CORNERS BLVD. – INTERSECTION IMPROVEMENTS

### Davenport (Polk County), Florida

WSP has provided several professional services through task order assignments for Polk County, including geotechnical engineering and construction material testing services. In 2020, Polk County was planning to perform milling and resurfacing on the two, 12-foot wide, west-bound lanes at the intersection of US Highway 27 and Four Corners Boulevard, as part of intersection improvement activities in Davenport, Florida. The County was also planning the addition of an 11-foot wide turn lane to the east-bound lane of the intersection. WSP was retained by Polk County to perform a geotechnical exploration to provide recommendation pertaining to the construction of pavements associated with the project. The project was completed on time and within budget.

**Geotechnical Design:** To assist Polk County with the design and construction of the proposed intersection improvements, WSP provided the following geotechnical design services:

- ▶ Site reconnaissance.
- ▶ Geotechnical exploration consisting of three soil test borings, three hand auger borings, sampling and laboratory testing.
- ▶ Existing pavement evaluation.
- ▶ Geotechnical engineering report containing recommendations for the site preparation, earthwork, pavement design and construction, and findings of existing pavement evaluation.

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#### **Firm/Responsibility:**

WSP/Prime

Geotechnical Services

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#### **Client/Owner:**

Polk County

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#### **Client Contact:**

Doug Gable, PE  
Project Manager  
Polk County Roads & Drainage Division  
3000 Sheffield Road,  
Bldg. 2864, Winter Haven, FL 33880  
P: 863.535.2285  
E: DougGable@polk-county.net

---

#### **Project Cost:**

\$13,191

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#### **Project Dates:**

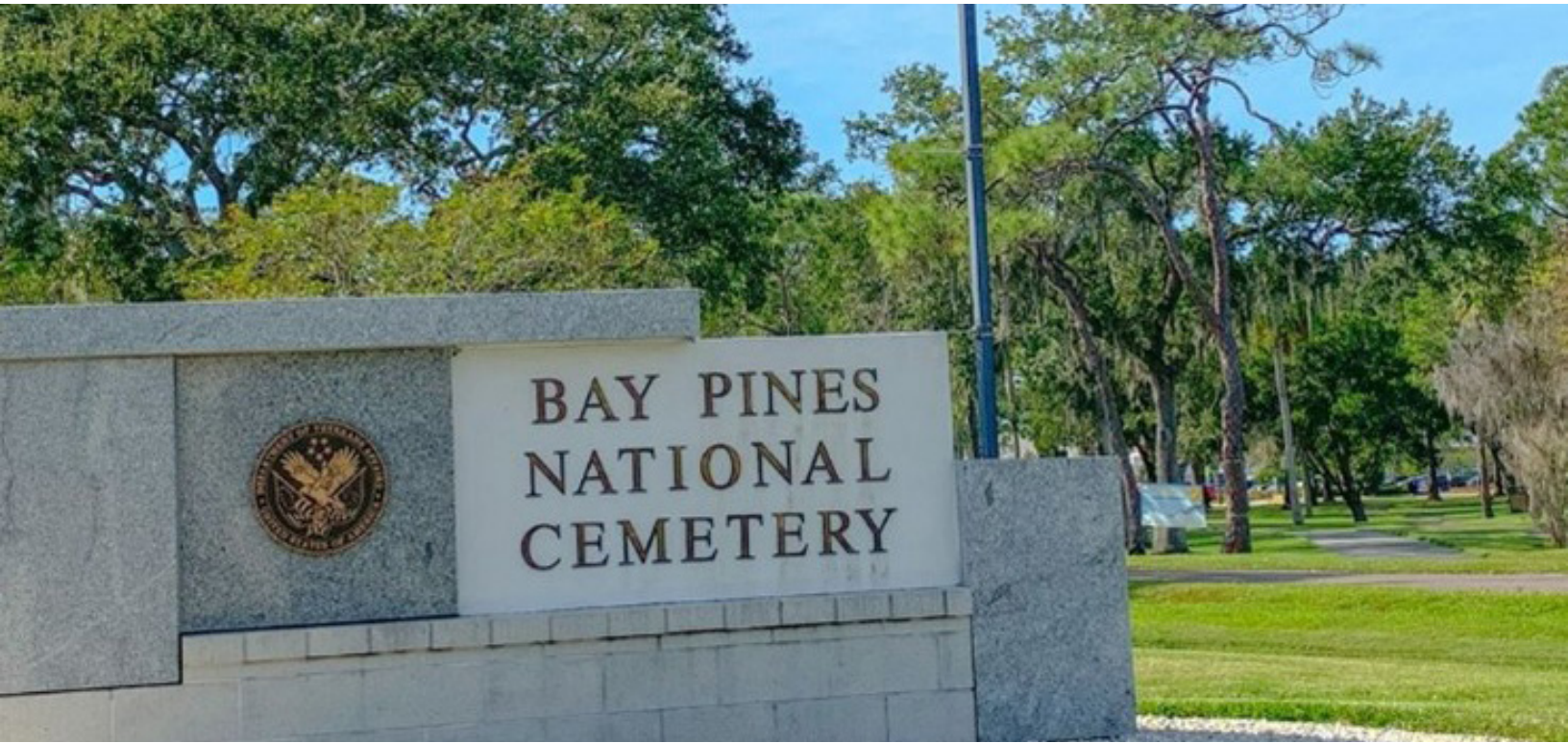
2020

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#### **Change Orders:**

- ▶ No change orders





## Bay Pines National Cemetery Expansion

St. Petersburg, Florida

**Master Planning:** WSP assisted preparing a refined site layout plan for the 5-acre expansion parcel based on previously established option for development of roads, columbaria and in-ground cremains gravesites. Further, WSP provided a site layout plan drawing and associated written recommendations to JG&A to be developed by JG&A into the schematic plan submittal for the expansion area. WSP is also assisting JG&A in incorporating the VA's comments into a final layout for submission to the VA with the Design Development package.

**Storm Water and Wetlands Support:** WSP addressed stormwater requirements in support of the civil design work to be performed by others. WSP collaborated with other consultants to formulate the required stormwater design for the expansion and provided assistance offered recommendations on meeting the required Florida stormwater regulations.

**Geotechnical Design:** In order to assist in master planning and preparing the site layout plan, WSP provided the following geotechnical design services:

- ▶ Geotechnical exploration consisting of thirteen soil test borings, sampling and laboratory testing.
- ▶ Geotechnical engineering analyses including bearing capacity, settlement of the shallow foundation based on the findings of the geotechnical exploration.
- ▶ Geotechnical Engineering report containing recommendations for the site preparation, earthwork, shallow foundations and pavement design and construction.

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### Firm/Responsibility:

WSP/Prime

Geotechnical Design

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### Client/Owner:

John Gallup & Associates

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### Client Contact:

Patrick West, RLA  
Project Manager  
Phone: 412.925.0074  
Email: Patrick\_west@johngallup.com

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### Project Cost:

\$157,593

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### Project Dates:

2022 to ongoing

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### Change Orders:

- ▶ \$9,000 for additional geotechnical scope



## Multiple Services for The City Fort Lauderdale, Florida

WSP has an extensive experience providing multiple engineering and construction services to The City of Fort Lauderdale since 2013. Services include geotechnical engineering, geotechnical explorations, laboratory and construction materials testing, construction engineering inspections (CEI), structural and architectural special inspections services, environmental engineering, groundwater monitoring, and quality assurance reviews. Below is a list of projects WSP has completed for the City of Ft. Lauderdale:

- ▶ Ft. Lauderdale Executive Airport- Taxilane Charlie Pavement Rehabilitation and Replacement of Airfield Lighting
- ▶ Ft. Lauderdale Executive Airport U.S. Customs and Border Protection Facility
- ▶ George T. Lohmeyer Waste Water Treatment Plant Grit Chamber Concrete Condition Assessment
- ▶ Gore Betz Park Pavilion Structure
- ▶ Flagler Greenway Project
- ▶ Seawall along North Bank of New River, FXE to Andrews Ave.
- ▶ Southeast 18th Street Stormwater Improvements
- ▶ Annual Utility Repairs
- ▶ Snyder Park ADA Ramp
- ▶ East Las Olas 12" Force Main Replacement (SE 17th Avenue to Lido Drive Pump Station)
- ▶ Croissant Park, Small Water Main Improvements
- ▶ Las Olas Corridor Improvements
- ▶ Port Condo Large Water Main Improvements & Geotechnical Testing
- ▶ Aquatic Center Renovation Project
- ▶ Five Ash Water Treatment Plant Filter Media Rehabilitation

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### Firm/Responsibility:

WSP / Prime

Geotechnical, CMT, and Construction Inspections

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### Client/Owner:

City of Fort Lauderdale

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### Client Contact:

Scott Teschky, CCM,  
LEED AP BD+C  
100 N. Andrew Avenue  
Fort Lauderdale, Florida  
USA 33301  
P: 954.828.6195  
E: STeschky@  
fortlauderdale.gov

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### Project Cost:

\$1.3 million

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### Project Dates:

2013 to ongoing

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### Change Orders:

- ▶ No change orders



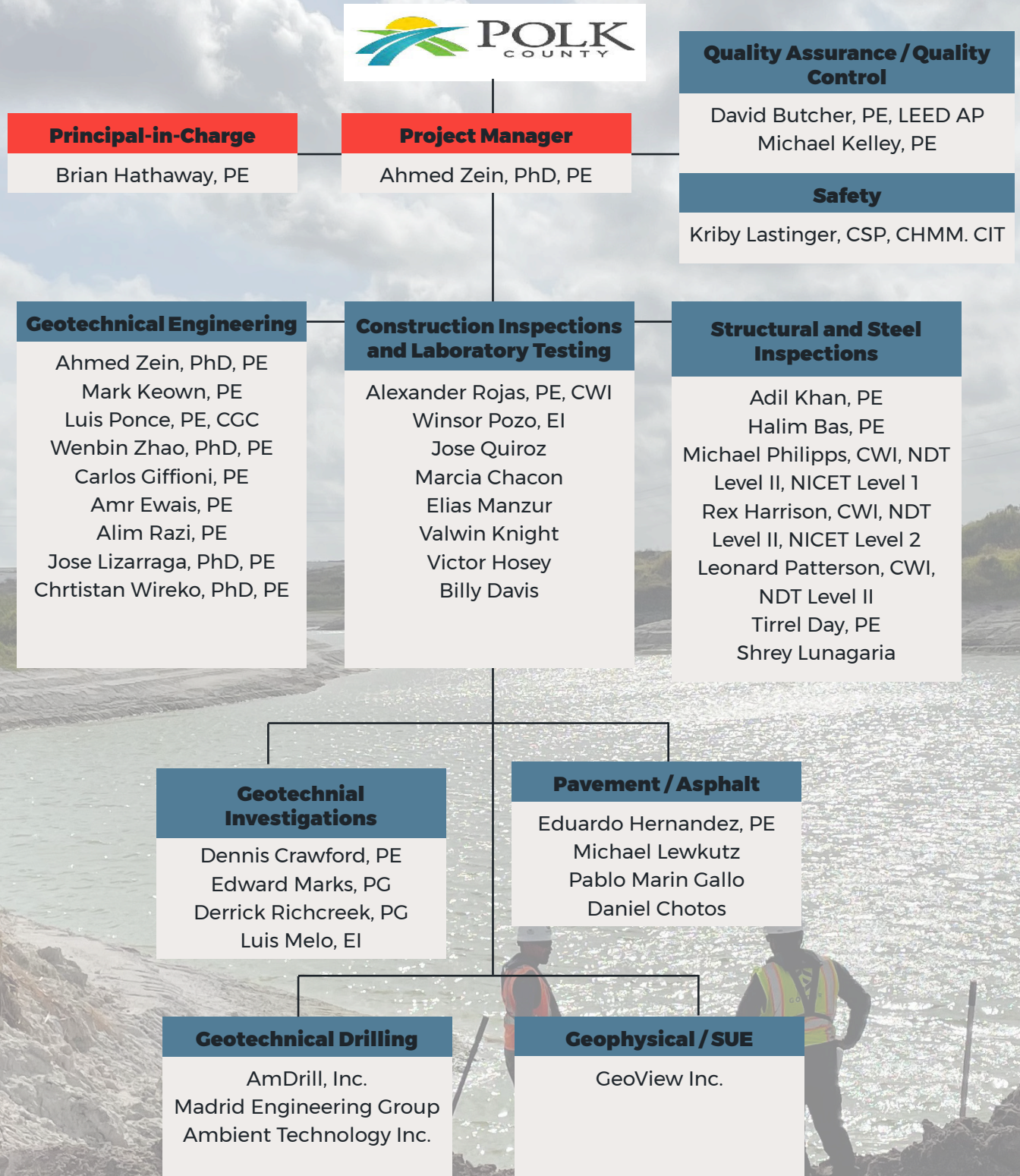
# Organizational Chart and Resumes of Key Personnel

The following pages include our key staff dedicated to this contract. Our staff is qualified and eager to continue working with the County.





## WSP Organizational Chart



**Brian Hathaway, PE**

Principal-in-Charge

**Firm Name**

WSP

**Firm Title**Transportation  
and Engineered  
Construction Service  
Line Lead**Years of Experience**

Industry: 23 years

WSP: 23 years

**Education**MS, Civil Engineering,  
University of Florida,  
2000BS, Civil Engineering,  
Florida State  
University, 1998**Certifications/  
Licenses**Professional Engineer  
- FL**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. Brian Hathaway is a licensed professional engineer with more than 20 years of professional experience with primary emphasis in geotechnical and civil engineering, subsurface exploration techniques, site characterization, QA/QC materials testing, and civil construction practices. Mr. Hathaway has managed and provided engineering services for various design and construction-related projects throughout Florida, Alabama, and Georgia. These projects include residential structures and commercial developments; state roadways, highways and bridges; multi-story building structures; educational facilities; hospitality structures; tower structures; parking garages; marine and port facilities; power and process facilities; heavy civil construction; wastewater and water treatment facilities; pump stations; lift stations; utilities and stormwater drainage; earthen impoundment structures; filter marshes; park facilities; and solid waste landfills. The services provided by Mr. Hathaway involve all aspects of the project lifecycle, including scope development, cost-estimating, subcontractor selection, project management, resource management, planning, execution, cost controls, scheduling, risk assessment, contract reviews, engineering design analyses, and technical reporting.

**Professional Experience**

**Monroe County, Tax Collectors Office Facility Assessment and Repairs, Marathon, Florida, \$74,561, 05/2018-09/2019, WSP:** Senior Geotechnical Engineer. Monroe County Tax Collector building is a one-story structure with a total roof area of approximately 8,500 square feet. WSP is preparing repair construction documents including plans, geotechnical, and permits for the damaged portion of the structure. WSP is also investigating the possibility of mitigating future, similar hurricane damage to the building with a flood-mitigation structure; and if warranted, design the structure. WSP collected information to determine whether a flood-hazard mitigation structure will likely mitigate similar, future damage to the building, due to hurricanes. We collected and synthesized relevant data from Monroe County, the City of Marathon, the U.S. Geological Survey, the U.S. Army Corps of Engineers, the Federal Emergency Management Agency, the National Oceanic and Atmospheric Administration, the South Florida Water Management District, and the State of Florida. We used the synthesis to determine whether a structure can mitigate similar damage, and if so, what type of structure.

**South Florida Water Management District, C-41A Segments I-III Canal Improvements, Okeechobee, Florida:** Project Manager/Senior QC Engineer.

Responsible for cost proposal, subcontractor selection, project management and QA inspections during construction. The project is in Highlands County, Florida, approximately 7 miles west of the City of Okeechobee. The construction work consists of canal bank stabilization of approximately 18 miles of the C-41A canal banks.

**School Board of Broward County, Geotechnical and Materials Testing Contract, Broward County, Florida, Cost Varies, 2018-Ongoing, WSP:** Contract Manager/Senior Geotechnical Engineer. WSP was selected by the School Board of Broward County as a professional consultant to provide geotechnical, construction materials, and laboratory testing services, and threshold and structural inspection services. The projects performed under this contract are performed on a task work order basis.

**Ahmed Zein, PhD, PE**

Project Manager / Geotechnical Lead

**Firm Name**

WSP

**Firm Title**Assistant Vice  
President,  
Geotechnical  
Engineer**Years of Experience**

Industry: 18 years

WSP: 2 years

**Education**PhD, Civil Engineering,  
University of South  
Carolina-Columbia,  
2005BS, Civil Engineering,  
Helwan University,  
Cairo, Egypt, 2001**Certifications/  
Licenses**Professional Engineer  
- FL, SC, OH, LA**Office Location**Altamonte Springs,  
Florida**Career Summary**

Dr. Ahmed Zein, PhD, PE is an Assistant Vice President with WSP. He received his PhD degree in Civil Engineering from the University of South Carolina. He has nearly two decades of geotechnical engineering and construction materials testing experience.

Dr. Zein's main tasks as an associate engineer includes managing geotechnical design projects, developing field and laboratory testing programs, project budgeting, overseeing field investigations, performing engineering analyses, preparing geotechnical reports and proposals, and consulting with clients.

He has a diverse background in computer modeling of geotechnical engineering problems. He has performed shallow and deep foundation design, pavement design, slope stability analysis, seepage analysis, liquefaction analysis and site-specific seismic analysis for a multitude of structures. He worked on a multitude of geotechnical engineering projects ranging from high rise office buildings and state highway projects to schools, single story commercial structures, power and industrial facilities and communication towers.

**Professional Experience**

**Confidential Private Utility Client, Deep Mixing Method (DMM) for Liquefaction Mitigation, Coal Ash Management Program, Southern Indiana, (03/2019-08/2021), :** Lead Geotechnical Engineer. Lead geotechnical engineer for the design of a DMM stabilization system for improving the liquefaction resistance of foundation soils for a CCR impoundment. The project included conducting a geotechnical investigation and engineering design for DMM panels along 2,800 feet of existing dikes.

**Texas Department of Transportation (TXDOT), I-635 LBJ East Design-Build Project - Dallas County, Texas:** Senior Geotechnical Engineer and Lead Verifier. The I-635 LBJ East Project is a design-build roadway construction project to improve mobility, operations and safety along Interstate 635 (I-635) in Dallas County. The project spans 11 miles beginning just east of US 75 in North Dallas to I-30 in Mesquite. Construction began in the spring of 2020 and will last through late 2024. Senior Geotechnical Engineer as part of a successful joint venture (Pegasus Link Constructors) Design-Build team developing design and construction recommendations for all MSE retaining walls associated with the project. Dr. Zein provided oversight for the design of several MSE walls performed in-house and reviewed project plans for preparation of the soil profile sheets and design summary data presented on the project construction plans.

**Ohio Department of Transportation (ODOT), CUY-90 Innerbelt CCG2 Project (PID 82119) - Cleveland, Ohio, (07/2013-12/2013):** Project Geotechnical Engineer and Independent Technical Reviewer. Independent Technical Reviewer for several of the geotechnical engineering recommendation reports provided for designing the bridge and abutment foundations associated with Interstate Route 90 (IR-90) Eastbound Innerbelt Bridge over the Cuyahoga River in downtown Cleveland, Ohio. The project consisted of designing and constructing a new five-lane bridge. In addition to serving as the technical reviewer for foundation design, other responsibilities included performing complex stress and settlement analyses for the bridge abutments.



**David Butcher PE, LEED AP**

Quality Assurance / Quality Control

**Firm Name**

WSP

**Firm Title**

Senior Civil Engineer

**Years of Experience**

Industry: 29 years

WSP: 20 years

**Education**

PhD, Civil Engineering,  
University of South  
Carolina-Columbia,  
2005

BS, Civil Engineering,  
University of South  
Florida, 1995

**Certifications/  
Licenses**

Professional Engineer  
- FL, ID

LEED Accredited  
Professional

**Office Location**

Lakeland, Florida

**Career Summary**

Mr. David Butcher is a Senior Civil Project Manager with more than 25 years of experience. He serves as a lead project engineer on many large-scale and multi-disciplinary public and private projects dealing with all aspects of civil engineering, including water resources, stream restoration, dam rehabilitation, general civil, roadway design, recreational trail and park design, potable water and sanitary sewer design, lift station designs, bridge scour analysis, bridge hydraulic reports, and permitting with multiple agencies throughout Florida. In addition, Mr. Butcher excels at assisting our clients with public meetings and project education to both permitting agencies and constituents. He received the Community Award for Excellence by the Hillsborough County Planning Department, and his award-winning design work has been recognized for its excellence and contribution to community rehabilitation.

As a LEED AP Civil Engineer, Mr. Butcher has been responsible for managing engineering and design staff for nearly 10 years on a variety of civil and water resources projects for both public and private clients. Throughout his career, he has been responsible for managing engineering and design staff on a variety of civil engineering projects for both public and private clients.

**Professional Experience**

**Polk County Roads and Drainage Division, Drainage Retrofit Projects, Polk County, Florida:** Lead Civil Engineer. Provide on-call service to transportation division for drainage retrofit projects affecting existing roads. Recent projects include Wahneta Infrastructure Masterplan, Bomber Road, Sunset Trail, Micanopy, Greenwoods Drive, Swindell Road, Kristina Court, Durham Drive, Stanley Ditch, Walt Williams Road, and many others. Stormwater projects typically include analysis and determination of causes of flooding, alternatives analysis for addressing the problem, and development of design plans to construct improvements. Undersized conveyances and/or surge ponds are typically required to reduce the flooding but not cause problems downstream from the increased flows. This requires compromises between an optimal design and working with and tying into other existing, often undersized, facilities. Stormwater and environmental permitting differ for each specific project. Other projects include roadway, intersection, and sidewalk design.

**Polk County Utilities Division, Continuing Services Contract:** Project Engineer/Quality Assurance. Involved with utility system design and rehabilitation projects throughout Polk County. Completed several water main projects including the Polk County Utilities and Haines City Water Main Interconnect, Lily Lake Water and Wastewater Transmission System Design, Waverly Water Transmission System Design, Frostproof Water Main Extension, U.S. 27 Water System Improvements, S.R. 540 Water Main Extension, Moore Road Water Main Extension, and Pine Glen Subdivision Water Service Retrofit.



**Michael Kelley PE**

Quality Assurance / Quality Control

**Firm Name**

WSP

**Firm Title**Vice President - US  
Mine Waste**Years of Experience**

Industry: 27 years

WSP: 2 years

**Education**MSc, Geotechnical  
Engineering,  
Florida Institute of  
Technology, 1998BS, Civil Engineering,  
Florida Institute of  
Technology, 1994**Certifications/  
Licenses**Professional Engineer,  
LA ID, AL, TX, FL**Office Location**

Tampa, Florida

**Career Summary**

Mr. Michael Kelley has more than 25 years of civil, geotechnical, environmental and water resource engineering experience with significant expertise in management of mining and industrial operations, infrastructure design and construction support, facility operations and maintenance, environmental assessment, compliance and permitting, and facility closure. Specific areas of technical expertise including design of earthen dam structures for tailings disposal and water management, industrial waste and wastewater containment facilities, capping and liner systems for waste and process water treatment and disposal facilities, aquatic restoration and sediment removal dredging operations, site development and civil infrastructure. Mr. Kelley also has significant experience providing construction support services, including preliminary cost estimates, construction bid packages, bid reviews, specifications as well as management of quality assurance and construction inspection programs on behalf of the owner..

**Professional Experience**

**SFM-11 Clay Settling Areas Design, Bowling Green, Florida:** Engineer of Record for design of new 400-acre clay settling area at South Fort Meade facility in Hardee County, Florida. Project tasks included conceptual planning, geotechnical investigation & surveying, design of clay setting area components including below and above grade tailing dams, decant structures and return water system, adjacent utility corridor and sand filter pond. Design completed in accordance FDEP criteria. Developed bid and construction plan sets, implemented CQA program during construction (extending through 2024).

**Nu-West Industries, Gypsum Stack Closure, Soda Springs, Idaho:** Serving as Project Director and Engineer of Record for multiple closure aspects of an inactive gypsum stack. Design of closure systems for a 240-acre by 180-ft tall inactive gypsum stack including geotechnical investigation, conceptual closure planning, surface and process water management, construction plans and specifications. Operation of CQA program for installation of cover caps and water management systems. Preparation of overall closure plan and long-term care/O&M plans. Developed ARO closure cost for financial assurance in accordance with EPA agreements.

**Mosaic Phosphates, Concentrates General Services, Central Florida:** Provided operations support and technical review for active gypsum stack facilities. Duties included annual 3rd party inspections of active & inactive gypsum stacks, technical review of process & surface water management systems, and construction management and oversight services for capital improvement and closure projects.

**Kirby Lastinger, CSP, CHMM, CIT**

Florida and Southern States EastHSE Manager

**Firm Name**

WSP

**Firm Title**

Southeast U.S. HSE Manager

**Years of Experience**

Industry: 39 years

WSP: 13 years

**Education**

MSc, Public Administration, University of South Florida, 1999

BS, Fire and Safety Engineering, University of Cincinnati, 1994

**Certifications/Licesnes**

Certified Safety Professional

Certified Hazardous Materials Manager

Certified Environmental, Safety and Health Trainer

**Office Location**

Miami Lakes, Florida

**Career Summary**

Mr. Kirby Lastinger serves as the WSP Southeast U.S. HSE Manager. Mr. Lastinger possesses a diverse set of skills that make him exceptionally adept at addressing the variety of challenges often associated with health, safety, and environmental issues.

His expertise includes 29 years of experience in the public fire service industry within the State of Florida. Mr. Lastinger's roles throughout his fire service career have included firefighter, driver/engineer, lieutenant, acting battalion chief, urban search and rescue (USAR) team coordinator, fire inspector, and instructor. He has taught numerous classes throughout the United States in many areas of safety and emergency response for fire departments, municipalities, private industries, and the military.

**Professional Experience**

**Spirit Lake Interim Tunnel Repairs, Mount St. Helens, Washington, \$1 million, 2016, WSP:** Site Safety and Health Manager. Provided site safety and health management for the tunnel repairs from January through March 2016, working closely with the Portland, OR USACE office, the prime contractor, and the tunnel contractor. Responsible for all work activities in the tunnel including safety and industrial hygiene. Work hazards included removal of rock in the area to be repaired by drilling and chipping, rib placement, grouting, and shotcrete operations. His work included developing the Activity Hazard Analysis for all work activities, monitoring worker safety, air monitoring, exposure monitoring to cold and silica, and ventilation surveys to ensure airflow met minimum requirements for the number of people, equipment being used, and work being performed in the tunnel daily.

**Maryville Train Derailment, Maryville, Tennessee, \$5 million, July 2015, WSP:** Site Safety and Health Manager. Provided site safety management and direct safety oversight for all contractors (almost 300 at the peak of the incident) working on site of a train derailment involving a release of Acrylonitrile, which impacted surface and subsurface soils in the immediate and adjacent areas. WSP geotechnical and environmental engineers, geologists, and safety managers were called upon to offer services at the site. Primary hazards included contaminated soils, potential for hazardous/flammable atmosphere, use of and working near heavy equipment, multiple types of drilling, and general site safety and health hazards. Developed the site-specific health and safety plan for the initial response and continued to update the plan as the incident progressed during a two-week period.

**P&L Train Derailment, Westpoint, Kentucky, \$3 million, 10/2012-11/2012, WSP:** Site Safety Officer. Provided safety direction and safety oversight for all contractors working on site of a major train derailment during incident stabilization and the product transfer phases. Worked with P&L Railroad, CSX, and local and state agencies to assure the safety of site personnel and those in the surrounding community. The derailment involved numerous railcars of hydrogen fluoride, butadiene, styrene, and sodium hydroxide. WSP implemented entry procedures, controlled site access/egress, and coordinated entries with all contractors to assure that atmospheric monitoring was being performed and that the appropriate levels of PPE were being used. Oversaw all safety of the offloading and transfer of the butadiene and hydrogen fluoride from the damaged rail cars.

**Mark Keown, PE**

Senior Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**

Lead Consultant

**Years of Experience**

Industry: 16 years

WSP: 1 year

**Education**

BS, Civil Engineering,  
University of  
Tennessee at  
Chattanooga, 2007

**Certifications/  
Licenses**

Professional Engineer  
- TN, KY

**Office Location**

Altamonte Springs,  
Florida

**Career Summary**

Mr. Mark Keown, PE is a Lead Consultant, Geotechnical Engineer with WSP. He received his Bachelor of Science degree in Civil Engineering from the University of Tennessee at Chattanooga. He has over 16 years of geotechnical engineering and construction materials testing experience. Mr. Keown's main tasks as a geotechnical engineer includes managing geotechnical design projects, developing field and laboratory testing programs, project budgeting, overseeing field investigations, performing engineering analyses, preparing geotechnical reports and proposals, and consulting with clients. He has a diverse background in computer modeling of geotechnical engineering problems. He specializes in foundation and retaining wall design, advanced geotechnical modeling, including finite element seepage and stress analyses, slope stability analysis, liquefaction analysis, and pavement design. He worked on a multitude of geotechnical engineering projects ranging from state highway projects to schools, single story commercial structures, dams and levees evaluation, and industrial facilities including CCR impoundment projects.

**Professional Experience**

**Lake Manatee Phase II Dam Repair, Carollo Engineers, (December 2022 – present), WSP :** Geotechnical engineer performed seepage analysis in support of French drain design to manage artesian conditions along riverbank downstream of the dam. Reviewed existing geotechnical data and developed material parameters, performed seepage and slope stability analysis, and prepared technical calculation memorandum. .

**Grove Land Reservoir and Stormwater Treatment Area, Grove Land Utilities, LLC (December 2022 – present), WSP :** Geotechnical engineer performed seepage analysis in support of seepage cutoff wall design within reservoir and stormwater treatment area embankment. Reviewed existing geotechnical data and developed material parameters, performed seepage analysis, and prepared updated seepage analysis report. On going role will include review of onsite pumping tests, design of deep foundation elements for on site structures and slope stability analysis of embankments.

**Instrumentation and Monitoring - Tennessee Valley Authority, Permeable Reactive Barrier Wall Pilot Study, Gallatin Fossil Plant, (2022) AECOM:** Geotechnical Engineer. Provided installation support for dam instrumentation, including inclinometer and vibrating wire piezometer. Performed slope stability analysis and prepared technical memorandum with threshold and action levels for installed instrumentation.

**Luis Ponce, PE, CGC****Senior Geotechnical Engineer****Firm Name**

WSP

**Firm Title**Construction  
Manager/Senior  
Engineer**Years of Experience**

Industry: 35 years

WSP: 15 years

**Education**MS, Construction  
Management,  
Florida International  
University, 2015BS, Civil Engineering/  
Transportation,  
University Laica, 1990**Certifications/  
Licenses**Professional Engineer  
- FL, NHCertified General  
Contractor, Florida No.  
1509404Standard Building  
Inspector, Florida No.  
3345Certified Building  
Inspector,  
Commercial and  
Residential Buildings,  
No. 5189975-B5Certified Plans  
Examiner/Plans  
Reviewer, No.  
5253465-B3Certified Radiation  
Safety Officer, Florida**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. Luis Ponce is a Construction Manager and Senior Engineer with 35 years of experience in the construction and geotechnical engineering fields. Mr. Ponce has managed many complex engineering and construction projects throughout Florida, Georgia, Puerto Rico, and South America. Mr. Ponce's expertise includes construction planning, scheduling, technical oversight, value engineering, QA/QC, and field and laboratory data evaluation, as well as preparation of engineering recommendations for foundation design and construction for different types of projects, including residential and commercial developments, roadways, public schools, office buildings, communication towers, and parking garages.

**Professional Experience****Florida Department of Transportation, Districtwide Geotechnical and Pavement Coring Services, FPID No. 439709-1-62-01, Florida, Cost Varies, 2019-Ongoing, WSP:**

Deputy Contract Manager/Senior Geotechnical Engineer. WSP is currently providing geotechnical investigation, analysis and design, pavement coring and evaluation, as well as geotechnical inspection, testing and analysis for several FDOT projects under construction for. Coordinating all phases of the field work, and providing QA/QC for reporting and deliverables, while coordinating field activities with the District 4 and 6 Materials and Research Office (DMRO).

**Miami-Dade County Water and Sewer Department, Well Locations at CDWWTP, Rickenbacker Causeway, Key Biscayne, Florida, WSP:**

Project Manager/Senior Geotechnical Engineer. WSP conducted geotechnical exploration and engineering analysis to evaluate the site soil capabilities for supporting the large drilling equipment required for the installation of proposed deep injection wells at the CDWWTP site. WSP also provided site preparation recommendations for construction of the earthen rig pad.

**Miami-Dade County Water and Sewer Department, Pump Station 008300733 Relocation, Cutler Bay, Florida, WSP:**

Project Manager/Senior Geotechnical Engineer. WSP provided geotechnical exploration and engineering recommendations for site preparation requirements, general construction, and foundation support for the planned pump station relocation in Cutler Bay, Florida.

**South Florida Water Management District, Pump Station S-650, Florida, WSP:**

Construction Manager/Senior Engineer. Pump Station S-650 is located east of Lake Okeechobee and west of SR 710 (Bee Line Highway) on the boundary of Martin and adjacent Okeechobee Counties. WSP provided construction management and QA services during the construction of the S-650 Pump station. Construction activities for this project included earthwork, dewatering, installation of a steel sheet pile cofferdam, concrete construction of the pumping/discharge bays (starting at elevation +3.0), precast panel building, mechanical, electrical, and instrumentation.

**Wenbin Zhao, PhD, PE**

Senior Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**

Senior Geotechnical Engineer

**Years of Experience**

Industry: 17 years

WSP: 17 years

**Education**PhD, Civil Engineering,  
Clemson University,  
2011MS, Civil Engineering,  
Clemson University,  
2007BS, Suzhou Institute  
of Environment  
Protection and Urban  
Construction, 1998**Certifications/  
Licenses**Professional Engineer  
- FL**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. Wenbin Zhao has 17 years of experience in construction services, geotechnical engineering design and project management, and asphalt concrete material engineering in the civil engineering industry. In the past 9 years, his practice mainly focused on geotechnical engineering and related project management, and he has successfully delivered numerous projects consisting of transportation, water resources, residential, commercial, and industrial projects. His experience includes geotechnical project management, geotechnical exploration planning, soil investigation, foundation designs and construction, piling, geotechnical engineering (e.g., bearing capacity estimate, settlement analysis, slope stability analysis, seepage analysis, site preparation recommendation, and pavement design and recommendation), foundation engineering, and ground improvement. Prior to that, from Year 2008 to 2011, he had three years of experience of performing research on asphalt concrete materials and advanced training in Civil Engineering as a PhD candidate. During that period, he authored several research publications. From Year 2006 to 2007, he obtained his master's degree in Civil Engineering. From Year 1998 to 2006, Mr. Zhao acquired eight years of experience working in construction consulting industry as a certified professional cost engineer in China.

**Professional Experience**

**Proposed 8-Inch D.I. Force Main Installation, Along N.E. 18 Avenue and N.E. 199 Street from P.S. 432 to Manhole 0032, PCTS No. 14872, ER No. S049585, 2019:** Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

**Replacement of 5540 LF FM from PS1063 to PS1058 and then to SW 97th Avenue at 187th Street, PCTS No. 14870, ER No. S049582, 2019:** Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

**Area S-4 Wastewater Systems and Potable Water System Improvements, PCTS No. 15149, ER No. S049932, 2019:** Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

**Pump Station 0830 Upgrades, PCTS No. 13451, ER No. S049848, 2019:** Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

**Pump Station 0071 Upgrades, PCTS No. 14371, ER No. S049931, 2019:** Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

**Pump Station 0659 Upgrades, PCTS No. 16043, ER No. S049952, 2020:** Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

**Pump Station #415 Rehabilitation, Vibration Monitoring of Sheet Piling Install, 2018, Senior Geotechnical Engineer:** Senior Geotechnical Engineer. Dr. Zhao reviewed the vibration monitoring report.



**Carlos Giffoni, PE**

Senior Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**

Senior Geotechnical Engineer

**Years of Experience**

Industry: 49 years

WSP: 5 years

**Education**MSc, Civil Engineering,  
Florida International  
University, 2005BS, Civil Engineering,  
Catholic University  
Andres Bello, 1974**Certifications/  
Licenses**Professional Engineer  
- FL**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. Carlos Giffoni is a Florida Professional Engineer with 49 years of combined experience (16 in the United States) in road, bridge, and structural construction inspection (CEI), as well as geotechnical services on numerous FDOT projects throughout Florida. He has worked on numerous roadway projects as a Project Engineer, QC Manager, and Design Engineer for FDOT, FDEP, and other municipalities in Florida.

Mr. Giffoni serves as a senior geotechnical engineer and senior inspector responsible for writing geotechnical reports and performing inspections for several structural and geotechnical projects in South Florida.

**Professional Experience**

**Districtwide Geotechnical and Paving Coring Services, Florida Department of Transportation Districts 4 and 6, South Florida, Cost Varies, WSP (2020):** Senior Geotechnical Engineer. Staff approved for performing geotechnical engineering and testing services according to Contract No. CA 512 to furnish services in connection with WSP's Districtwide Geotechnical and Paving Coring Services contract. Participating in several projects for FDOT Districts 4 and 6. Responsible for writing geotechnical reports and performing inspections for structural and geotechnical projects in South Florida. Reference: Rocio Merlihan, PE, Assistant District Geotechnical Engineer, 954.677.7030.

**ASDB Golden Glades Multimodal Transportation Project, FIN 25168465201, Florida Department of Transportation, Miami, Florida, \$56 million, WSP (June 2018 to 2019):** Senior Geotechnical Engineer/Senior Inspector/Alternate QC Manager. Served as Alternate QC Manager for this \$56 million ASDB Golden Glades Multimodal Transportation Project in Miami, Florida. Also responsible for writing geotechnical reports and performing inspections.

**Dunes Restoration at South Beaches, Brevard County, Florida, WSP (2019 to 2020):** Project Manager. This contract involved CEI of reconstructive efforts to repair eroded portions of beach dunes along 13 miles of the Brevard County coastline for the South Beaches and included the delivery and placement of 103,000 cubic yards of compatible beach quality sand.

**Rehabilitation of Filter Media at Fiveash Water Treatment Plant, City of Fort Lauderdale, Florida, \$160,000, WSP (August 2020 to Ongoing):** Senior Engineer/CEI Inspector. Rehabilitation of the filter media at the water treatment plant. Responsible for overseeing the restoration process, including preparation and remediation work as well as wall resurfacing and finishing.

**Force Main at Croissant Park and Residential Connections, City of Fort Lauderdale, Florida, \$180,000, WSP (2019 to 2020):** Senior Engineer/CEI Inspector. Installation of a new 10-inch force main, including residential connections for the City. The installation involved pipe bursting methodology, used for replacing an existing 6-inch iron pipe main.

**Amr Ewais, PhD, PE**

Senior Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**

Senior Geotechnical Engineer

**Years of Experience**

Industry: 18 years

WSP: 1 year

**Education**PhD, Civil Engineering,  
Queen's University,  
Ontario, Canada, 2014MSc, Geotechnical  
Engineering, Ain-  
Shams University,  
Cairo, Egypt, 2007BS, Civil Engineering,  
Ain-Shams University,  
Cairo, Egypt 2004**Certifications/  
Licenses**Professional Engineer  
- CO**Office Location**

Tampa, Florida

**Career Summary**

Dr. Amr Ewais is a senior Geotechnical Engineer with WSP. He received his PhD degree in Civil Engineering from Queen's University and University of California Berkeley for his postdoctoral fellow. He has diverse experience in geotechnical engineering, geoenviromental, construction and geosynthetic materials testing and infrastructure and surface movements using Lidar and fiberoptics. He is nationally certified tunnel inspector (NCTI) with more than eight years of experience in testing and characterizing geosynthetic materials and polyethylene materials.

**Professional Experience**

**Manatee County/Carollo Engineers, Lake Manatee Dam Phase II Final Repairs, Manatee County, Florida, 10/2022-ongoing:** Senior Geotechnical Engineer.

Providing geotechnical support and field supervision for installation of deep soil mixing columns and stability and seepage analysis for the downstream river slope in endeavor of repairing the spillway of 4,700-foot-long, 27-foot-high earth embankment dam at Manatee County, Florida.

**Florida Inland Navigation District's IR-14, Indian River County, Florida, 08/2022-04/2023:** Lead Geotechnical Engineer. Providing geotechnical field and laboratory investigations, geophysical surveys, engineering analysis and reporting for 30-acre Dredged Material Management Area in Indian River County, Florida.

**K M Alim Al Razi, MSc, PE**

Senior Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**Senior Consultant  
Geotechnical  
Engineer**Years of Experience**

Industry: 6 years

WSP: 1 year

**Education**MSc, Civil Engineering,  
University of Texas at  
San Antonio, 2017BS, Civil Engineering,  
Khulna Engineering  
University,  
Bangladesh, 2013**Certifications/  
Licenses**Professional Engineer -  
MO, FL (pending)**Office Location**Altamonte Springs,  
Florida**Career Summary**

Mr. K M ALIM AL RAZI, PE is a Senior Consultant, Geotechnical Engineer with WSP. He received his master's degree in civil engineering from the University of Texas at San Antonio. He has six years of geotechnical engineering and construction observation experience.

Mr. Alim's expertise in the field of geotechnical engineering includes consultation, design and analyses of the geotechnical aspects of various projects in New York, New Jersey, Missouri, Kansas, Illinois and Florida regions. He has widespread experience in Transportation, Utility, Transmission Lines, Water Resources, Substation and transmission, and Airport facility projects. He primarily worked on geotechnical aspects of these project including but not limited to, foundation design, slope stability and seepage analyses, ground improvement evaluation and recommendation, pavement design and construction recommendations and monitoring. His routine task included project management, develop field and laboratory test programs, proposal preparation and cost analyses, geotechnical design and analyses and technical report and memorandum writing.

**Professional Experience**

**Spirit Lake and Sheffield Road Improvements, Polk County, Florida, WSP :** Senior Geotechnical Engineer. Involving in assigning laboratory testing, pavement design recommendations, geotechnical report writing.

**Dragline Civil Design in FDOT Right of Way (ROW), White Springs, Florida, WSP:** Senior Geotechnical Engineer. Geotechnical engineering analyses and design, providing recommendations for the trenchless excavation methods, geotechnical report writing.

**Missouri Department of transportation (MoDOT) Broadway Bridge Replacement over I-44, St. Louis, Missouri (TSi)(January 2021 to February 2022):** Geotechnical Engineer. Involved in field geotechnical exploration planning, MSE wall global stability analyses, ground improvement recommendation, deep foundation design, analyses, deep foundation lateral load capacity analyses, construction recommendations, geotechnical report preparation.

**Route 370, and Salt River Road Improvements and Expansion (TSi)(June 2022 to April 2023), St. Charles County, Missouri:** Geotechnical Engineer. Estimation of settlement due to new embankment fill, wick drain design recommendations, installation of wick drain, settlement monitoring, monitoring piezometer pressure, slope stability analyses with and without the wick drain.



**Jose Lizarraga**

Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**

Senior Geotechnical Engineer

**Years of Experience**

Industry: 6 years

WSP: 1 year

**Education**

Doctor of Philosophy, Geotechnical Engineering, Northwestern University, 2017

MSc, Geotechnical Engineering, Northwestern University, 2014

BS, Civil Engineering, Universidad Autonoma de Nuevo, 2010

**Office Location**

Jacksonville, Florida

**Career Summary**

Mr. Lizarraga has provided project permitting and engineering support services for numerous geotechnical-related design projects. These have involved infrastructure improvements for power generation plants, solid waste and coal combustion residual disposal facilities, industrial, port, and marine structures in Florida, Georgia, and South Carolina. Mr. Lizarraga is knowledgeable in the design of earthen dikes for dredge disposal management areas, design and permitting support services for the closure and expansion of solid waste disposal facilities, management of geotechnical explorations for the characterization of dredged spoils, lagoon and marine soft sediments, and solid waste.

**Professional Experience**

**SR 23 Shands Bridge Design Build, WGI, Inc., St. Johns and Clay Counties, Florida, Ongoing, WSP :** Providing geotechnical engineering support on this nearly \$600M design build project in Northeast Florida. This 6.5-mile-long project is part of the First Coast Expressway and includes eight new bridges (seven small bridges and the replacement of the existing 1.75-mile-long Shands Bridge across the St. Johns River..

**Expansion of West Cell Dredged Material Containment Area (DMCA), South Carolina Ports Authority, Charleston, South Carolina (2022) WSP:** Design project that consisted on expanding the storage capacity of an inactive, 175-acre DMCA by constructing a new perimeter dike system and ancillary infrastructure. Served as assistant project manager, involved in proposal preparation, project planning, execution, and delivery. Responsibilities included planning and execution of geotechnical field and laboratory investigation, preparation of calculation packages and reports; conceptual and detailed design of dikes and earthen embankments, and ancillary infrastructure (spillways, and stormwater management); cost analysis and life estimate for different site layouts; and preparation of bid documents.

**Trail Ridge Landfill Waste Stability Evaluation, Waste Management Inc., Jacksonville, Florida (2022)** Served as assistant project manager. Completed a field exploration program that included the completion of 15 Cone Penetration Tests (CPTs) on an approximately 95-acre active landfill to evaluate waste characteristics and waste liquid levels. Prepared a technical report to provide an stability evaluation of waste slopes under current and final build-out conditions.

**Engineering Design Support Services for Herbert Hoover Dike (HHD) Rehabilitation, Lake Okeechobee, Florida (2020-2022):** Provided engineering design services to support construction activities at the HHD that comply with USACE's requirements. Responsibilities included preparation of technical reports that include evaluation of stability of dike slopes under different construction equipment configurations, analyses of wind pressures on temporary structures under hurricane events, and submittals review.

**Christian Wireko, PhD**

Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**Consultant  
Geotechnical  
Engineer**Years of Experience**

Industry: 5 years

WSP: 1 year

**Education**Doctor of Philosophy,  
Civil Engineering,  
Florida State  
University, 2020MSc, Civil Engineering,  
Chongqing University,  
China, 2017BS, Building  
Technology, Kwame  
Nkrumah University  
of Science and  
Technology, Ghana  
2011**Office Location**

Jacksonville, Florida

**Career Summary**

Dr. Wireko is a geotechnical engineer. His professional experience includes technical support for the design, permitting, and construction of solid waste disposal facilities, dredge management containment areas, and stormwater management infrastructure. Dr. Wireko is skilled in geotechnical analyses and design including foundation design, slope stability, seepage, and settlement analyses. Dr. Wireko field experience includes overseeing geotechnical field investigations, performing soil and groundwater sampling. Dr. Wireko also has experience in performing laboratory geotechnical testing on soils and geosynthetics.

**Professional Experience****Waste Limits Evaluation, AHS Residential, West Palm Beach, Florida (2022) WSP :**

Dr. Wireko provided engineering consulting services to determine the lateral and vertical limits of waste at a site considered for redevelopment. His responsibilities included supervising the geotechnical field investigation, visual classification of waste and soils, test pit logging, review and interpretation of the field investigation and laboratory data, and preparation of the Geotechnical Report..

**Site Redevelopment, Indigo Shoppes, LLC, Jacksonville, Florida (2021) WSP:**

Dr. Wireko provided engineering consulting services for redevelopment of a site. His responsibilities included supervising the geotechnical field investigation, visual classification of soils, borehole logging, review and interpretation of the field investigation and laboratory data, and preparation of the Geotechnical Report.

**Dredged Material Containment Area Design, Southern LNG, Inc., Savannah, Georgia (2021)**

Dr. Wireko provided engineering consulting services for dike raising and maintenance of perimeter dikes for containment areas used for the disposal of dredged sediments. His responsibilities included review and interpretation of subsurface geotechnical investigation data, stability and seepage analyses, and preparation of site maps and layouts.

**SLD Recycling & Disposal Facility, Lined Cells Design and Permitting, Punta Gorda, Florida (2021):**

Dr. Wireko provided engineering consulting services to support the design and permit application for new lined cells for the disposal and management of construction and demolition debris. His responsibilities included geotechnical data interpretation, preparation of reports and engineering calculation packages for settlement analyses of the cover and liner systems.

**Elba Island Annual Foundation Settlement Analysis, Southern LNG, Inc., Savannah, Georgia (2021):**

Dr. Wireko provided engineering consulting services to determine if any settlement has occurred within the foundations of liquefied natural gas (LNG) storage tanks and various equipment on Elba Island. His responsibilities included reviewing survey data and performing tank settlement evaluations per the API Standard 653 Annex B.

**Alexander Rojas, PE, AVS, CWI**

Construction Material Testing Lead / Senior Engineer

**Firm Name**

WSP

**Firm Title**

CMT Team Lead

**Years of Experience**

Industry: 28 years

WSP: 15 years

**Education**

MS, Construction Management, Florida International University, 2016

BS, Mechanical Engineering, Central University of Las Villas, 1995

**Certifications/Licesnes**

Professional Engineer - FL, NH

Certified Welding Inspector, Florida No. 08061141

Associate Value Specialist, SAVE, No. 201511029

TIN: R220000730010

**Office Location**

West Palm Beach, Florida

**Career Summary**

Mr. Alexander Rojas is a Project Manager/Group Supervisor with more than 25 years of experience. Mr. Rojas has managed and provided project coordination and engineering services for various geotechnical and CMT engineering-related projects in Florida. These projects have ranged from residential structures and commercial developments to state roadways, bridges, office buildings, parking garages, and government facilities. Services provided by Mr. Rojas have involved all aspects of project proposal, price estimating, and project management, including planning and execution of materials testing contracts, roadway construction projects, geotechnical field explorations, soil/rock sample classification, and laboratory testing.

**Professional Experience**

**City of Fort Lauderdale, Fiveash Water Treatment Plant Filters Rehabilitation, Project Number 12485, Broward County, Florida, \$1.9 million, 08/2020-Ongoing, WSP:** CEI Project Administrator. The project consists of complete and partial rehabilitation of 13 filters. This project includes procurement, removal disposal, construction, testing and placing into service the equipment and materials shown on the drawings and specifications. Responsible for CEI project administration and inspections. .

**City of Fort Lauderdale, Croissant Park Water Main Infrastructure Improvements, Broward County, Florida, \$2.6 million, 01/2019-09/2019, WSP:** CEI Project Administrator. The project consists of using trenchless technologies to upgrade existing water infrastructure. More than 8,000 linear feet of HDPE was installed by pipe bursting, and more than 6,000 liner feet was installed with horizontal directional drilling. Responsible for CEI project administration and inspections of installed mains and pressure testing of pipe welds and fittings, fire hydrants, water services, and paving/restoration.

**City of Fort Lauderdale, East Las Olas 12-inch Force Main Replacement, SE 17th Avenue to Lido Drive Pump Station, Fort Lauderdale, Florida, \$1.4 million, 01/2018-06/2018, WSP:** CEI Project Administrator. This project includes the installation of approximately 2,200 linear feet of 8-inch, 12-inch, 16-inch, and 18-inch, diameter force mains and associated wastewater infrastructure. The force main will be constructed within the City right-of-way (ROW) and FDOT ROW limits.

**Miami-Dade Expressway Authority, MDX Materials Engineering and Testing Services for SR 836 Operational, Capacity, and Interchange Improvements, Florida, \$199,000, 04/2016-Ongoing, WSP:** MAT Lab Engineer/Project Manager. This project consists of increasing the capacity of SR 836 in the eastbound direction from west of NW 57th Avenue to east of NW 27th Avenue and in the westbound direction from west of NW 17th Avenue to east of NW 57th Avenue. Responsible for verification materials testing services.

## Winsor Pozo, EI

### CEI - Senior Inspector

#### Firm Name

WSP

#### Firm Title

Technical Professional  
- Geotechnical

#### Years of Experience

Industry: 19 years

WSP: 1 year

#### Education

BS, Civil Engineering,  
University of Florida,  
1998

#### Certifications/ Licenses

Engineer Intern  
Quality Control  
Manager (CTQP)  
ACI Concrete  
Laboratory Technician  
Level 2  
Nuclear Gauge Safety  
Training  
Certified General  
Contractor CGC  
Hazmat Refresher  
Qualified Sampler  
Technician  
Earthwork  
Construction  
Inspection  
Aggregate Inspection  
and testing Technician  
- Level 1  
LBR Technician  
Concrete Lab  
Technician - Level 1  
Aggregate Field-  
Inspection and Testing  
Technician

#### Office Location

Miami Lakes, Florida

#### Career Summary

Mr. Winsor Pozo has 19 years of experience with construction engineering, project management, inspection, construction materials/laboratory inspection and testing, and geotechnical engineering, and has served as Office Manager and Department Manager with other firms prior to joining WSP. He has worked on and managed major projects throughout South Florida and has served as Project Manager for numerous projects for both public and private clients, including the Florida Department of Transportation (FDOT), United States Army Corps of Engineers (USACE), and the South Florida Water Management District (SFWMD).

#### Professional Experience

**South Florida Water Management District, A1 Flow Equalization Basin (FEB), Engineering Inspections, Crosshole Sonic Logging (CSL) Inspection, and Drilled Shaft Testing, Palm Beach County, Florida, 2014-2015:** Quality Control (QC) Manager. Represented the project General Contractor, Central Florida Equipment, holding weekly project progress meetings, handling GC coordination and scheduling of personnel and subs, and representing the GC on construction related issues. The A-1 FEB is included in a suite of projects in the State of Florida's restoration strategies plan to improve water quality in the Everglades. With a capacity of 15,000 acre-feet, it is the largest of three planned flow equalization basins. The A-1 FEB will attenuate peak stormwater flows and temporarily storing water. Located west of U.S. Highway 27 in southern Palm Beach County, the \$59m A-1 FEB project comprises a system of 21 miles of earthen levees and 15 water control structures.

#### **The School Board of Broward County, Florida, 2009-2013: Project Manager.**

Continuing contract engineering and miscellaneous consulting services for educational facilities projects. Scope of work included geotechnical inspection and testing, material inspection and testing and moisture intrusion detection.

**Broward County Court House, Florida, 2012-2013:** Project Manager. Provided construction materials inspection and testing and cable posttension inspections, augercast pile installation and pile load tests.

**Miami Intermodal Center (MIC), Rental Car Center and Miami Central Station, Miami-Dade County, Florida, 2007-2013:** Project Manager. Provided construction materials inspection and testing and selected inspections for site development, infrastructure, and structures, and both on and off-site inspections of structural steel including welded and bolted connections, vibration monitoring, concrete coring and soils inspection and testing.

**Miami Dade Public Works, Miami Dade County, Florida, 2007-2013:** Project Manager. The project consisted of subsurface exploration and foundation design, construction materials inspection and testing and geotechnical engineering for several county departments under a continuing services contract.

**FBO Opa Locka Executive Airport, Miami Dade County, Florida, 2012-2013:** Project Manager. Provided construction materials inspection and testing and inspections for site development, infrastructure, and structures, both, on and off-site inspections of structural steel including welded and bolted connections.

**Jose Quiroz**

CEI - Senior Inspector

**Firm Name**

WSP

**Firm Title**

Technical Professional

**Years of Experience**

Industry: 25 years

WSP: 8 year

**Education**BS, Architecture,  
Universiada Mayor de  
San Simon, 1997**Certifications/  
Licenses**

FDOT CTQP Concrete  
Lab Technician Level I  
FDOT CTQP Earthwork  
Construction  
Inspection Level I  
FDOT CTQP Earthwork  
Construction  
Inspection Level II  
ACI Concrete Field  
Technician I  
ACI Concrete Strength  
Technician Level I  
PCI Level I  
Nuclear Gauge Safety  
Certification  
WACEL Soils I,  
Concrete Level  
II Technician,  
Foundations, Soils  
Laboratory, Concrete  
Laboratory, Structural  
Concrete-Masonry  
VDOT Concrete Field  
Technician  
CETCO Waterproofing  
Inspector  
NICET Level I

**Office Location**

Miami Lakes, Florida

**Career Summary**

Mr. Jose Quiroz has 25 years of experience on various public, vertical, and roadway projects. He possesses numerous certifications from various transportation and materials testing agencies and departments, including FDOT, ACI, and PCI. Mr. Quiroz served as project manager/field operations manager for the Dulles Corridor Metrorail Project, Phase I and II, in addition to the Capitol Place Project in Washington, D.C., which consisted of an entire block of multi high-rise residential and office building towers. He has also served as project manager for several water and wastewater treatment plants, pipelines, and pump stations for Miami-Dade County. Mr. Quiroz's duties include special inspections, destructive and non-destructive testing, QA/QC monitoring, and coordinating contractor's activities for schedule control and work assignments, as well as reviewing field reports to ensure inspections were conducted in accordance with the project plans and specifications.

**Professional Experience**

**Miami Dade South District Wastewater Treatment Plant (SDWWTP), Miami-Dade County, Florida, \$45 million, (2021 - Ongoing):** Project Manager – Threshold Inspection Services. As part of the Ocean Outfall Legislation Program (OOL) this \$450 million new construction project includes oxygenation trains, headwork effluent building, substation building with three clarifiers and filters, and an influent building with meter 54-to-72-inch diameter pipe. The OOL Program includes improvements and expansion of the existing SDWWTP wastewater collection and treatment systems that are necessary to meet future projected flows and loads. SDWWTP is located adjacent to Blackpoint Marina in South Miami-Dade County. WSP's services include threshold special inspections for reinforcing steel, masonry, structural fill, and testing. All laboratory testing was performed by WSP's CMEC-accredited laboratory facility in Miami Lakes, Florida, according to the applicable Florida Building Code Method, AASHTO and ASTM standards by qualified and experience in this type of construction.

**Collier County, Big Cypress Basin Control Structure #1 - 771 23rd St NW, Naples (2022 - ongoing) :** Senior Construction Engineering Inspector (CEI) /Special Inspector. This project located on NW of Naples SD WWTP in Collier County, consists of new construction of canal control structure. A cast in place, slab and foundation walls specially designed for the water management. WSP provided the necessary engineering oversight, special inspections. Our roll in this project was structural inspection, reinforcement, forms. All activities were reported daily to the Structural Engineer and the client representative.

**Port Condo Watermain Improvements (2022 - Ongoing):** Quality Control/CEI Inspector. Project located at north side of Fort Lauderdale Port. The project consists of the new installation of more than 1,400 feet of 12-inch main pipeline, in addition to new connections to the buildings that are along Grande Dr. The construction of this project is a challenge now in which it is developed. Is in the middle of a highly residential area and in the middle of the traffic of the Hotel Hilton and the Fort Lauderdale Convention Center. WSP provided the necessary Construction Engineering Inspector overseeing construction.



**Marcia Chacon**

Laboratory Technician

**Firm Name**

WSP

**Firm Title**

Laboratory Technician

**Years of Experience**

Industry: 26 years

WSP: 15 years

**Education**

BS, Geology, Oriente University, 1981

**Office Location**

West Palm Beach, Florida

**Career Summary**

As a Laboratory Technician, Ms. Marcia Chacon is experienced in performing CMT in a laboratory environment. Typical tests performed include LBR, CBR, wash 200s, liquid and plastic limits (Atterberg limits), organic content, pH of soils, and compressive strength testing on concrete specimens. In addition to performing these tests, Ms. Chacon is also responsible for maintaining laboratory equipment calibrations.

**Professional Experience**

**Florida Department of Transportation/Dragados USA, I-595 Design Build, Florida, \$8.8 million, 2008-2014, WSP:** Administrative Support. Responsibilities included geotechnical exploration, QC, and construction materials inspection and testing services as a subcontractor for a five-year FDOT project involving construction of 3 miles of HOT lanes on a three-lane highway. Provided administrative support for daily scheduling and communications.

**South Florida Water Management District, Lakeside Ranch Stormwater Treatment Area Phase I, Florida, \$3 million, 2009-2011, WSP:** Laboratory Technician. Responsible for general engineering, professional services, and construction management. The site is located on the northeast shore of Lake Okeechobee, just east of U.S. Highway 441/98 in Martin County, Florida, and is approximately 2,700 acres in size. Performed concrete strength testing, LBR tests, proctor tests, sieve analysis, and prepared field density test reports.

**OTO Development, LLC, Spring Hill and Homewood Suites Hotels, Florida, \$172,000, 2008, WSP:** Laboratory Technician. Provided CMT and threshold inspection services for development of two five-story hotels (Spring Hill Suites and Homewood Suites) at opposite corners of an intersection near I-95 in the West Palm Beach area. Each hotel covers approximately 96,000 square feet. Project included testing of soils/earthwork and concrete masonry. Performed concrete strength testing, LBR tests, proctor tests, sieve analysis, and prepared field density test reports.

**Port of Miami Improvement Program, Geotechnical and Design Services, Miami, Florida, \$192,000, 2010, WSP:** Laboratory Technician. Responsibilities included survey, geotechnical, and environmental exploration for the wharf upgrades. Performed 15 geotechnical borings with four-inch diameter rock coring. Entered boring log data and performed laboratory tests which included Atterberg limits, grainsize analysis, and organic content.

**OTO Development, LLC, Hampton Inn and Suites, City, Florida, \$80,880, 2009, WSP:** Laboratory Technician. Performed CMT and threshold inspection services for five-story hotel covering approximately 62,500 square feet with outdoor swimming pool. Services include observation and lab testing of soils, concrete masonry and structural steel, and roofing inspections. Performed concrete strength testing, LBR tests, proctor tests, sieve analysis, and prepared field density test reports.

**Elias Manzur**

Laboratory Technician

**Firm Name**

WSP

**Firm Title**

Senior Engineering Technician

**Years of Experience**

Industry: 16 years

WSP: 3 years

**Education**

AS, Business Marketing, Florida State University, 2007

**Office Location**

West Palm Beach, Florida

**Career Summary**

Mr. Elias Manzur has 15 years of experience in the supervision of laboratory testing, reporting, and certification. He is also experienced in performing all laboratory testing required for quality control testing and inspection of soils, concrete, and asphalt.

**Professional Experience**

**Florida Department of Transportation, Geotechnical and Survey Design Services Contract (C9T73), Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, \$5 million, 2017-2022, WSP:** Asphalt Plant Technician. Providing geotechnical and/or survey design support services, deliverables, and technical documents in accordance with FDOT policy, procedures, and requirements.

**Florida Department of Transportation Districts 4 and 6, Districtwide Construction Materials Contract (CA512), South Florida, Cost Varies, 2019-2024, WSP:** Asphalt Plant Technician. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

**Florida Department of Transportation/Florida Turnpike Enterprise, Widen HEFT Killian/SW 104th Street (MP 19.0) to Sunset/SW 72nd Street (MP 21.9) Design/Build (415051-1-52-01), Miami-Dade County, Florida, \$74 million, 2014-Ongoing, WSP:** Asphalt Plant Technician. The project is a 1,586-day design/build contract at a cost of \$74.1 million. The project includes the design, widening, and reconstruction of SR 821, the Homestead Extension of the Florida Turnpike (HEFT) from six lanes to ten lanes.

**Florida Department of Transportation/Florida Turnpike Enterprise, AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) Construction Contract (429339-1-52-01), Broward and Palm Beach Counties, Florida, \$20.5 million, 2018-Ongoing, WSP:** Asphalt Plant Technician. The project is a 642-day construction contract at a cost of \$20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities, and other incidental construction.

**David Manzur**

Laboratory Technician

**Firm Name**

WSP

**Firm Title**Senior Laboratory  
Materials Technician**Years of Experience**

Industry: 16 years

WSP: 2 years

**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. David Manzur is an experienced quality control analyst with demonstrated track record of improving products and procedures by leveraging hands-on inspections, testing methods and data analysis. He is a disciplined professional with a systematic approach to quality testing and applies excellent attention to detail and critical reasoning to successfully conduct experiments.

**Professional Experience**

**PSI Miami, 02/2016-06/2021:** Quality Control Technician. Reviewed and validated quality requirements for manufacturing planning, supplier purchase orders, and engineering specifications to meet contract compliance regulations. Evaluated samples against standards by completing measurements, visual inspections, and other established tests. Set and oversaw quality assurance guidelines for laboratory work. Recorded, reported, and posted test results using MAC.

**CTI, 11/2015-03/2017:** Quality Control Technician. Reviewed and validated quality requirements for manufacturing planning, supplier purchase orders, and engineering specifications to meet contract compliance regulations. Evaluated samples against standards by completing measurements, visual inspections, and other established tests. Recorded, reported, and posted test results using MAC.

**Tally Engineering, 01/2007-05/2012:** Quality Control Laboratory Technician. Reviewed and validated quality requirements for manufacturing planning, supplier purchase orders, and engineering specifications to meet contract compliance regulations. Evaluated samples against standards by completing measurements, visual inspections, and other established tests. Recorded, reported, and posted test results using LIMS. Kept laboratory in compliance with all applicable specifications.



## Valwin Knight

### Senior Technician

#### Firm Name

WSP

#### Firm Title

Senior Engineering Technician

#### Years of Experience

Industry: 33 years

WSP: 19 years

#### Education

BS, Degree, General Studies, Claredon College, 1972

#### Office Location

West Palm Beach, Florida

#### Career Summary

As Senior Engineering Technician, Mr. Valwin Knight performs all field and laboratory tests required for soils and concrete. He is also experienced in the evaluation of soils and concrete. His responsibilities include observations of reinforcing steel, soils, field concrete laboratory testing and post-tensioning.

Mr. Knight has provided inspections of foundation installation, including driven and auger-cast piles, as well as both threshold and special inspections under the Florida threshold law.

#### Professional Experience

**Broward County Aviation Department/Parsons Transportation Group, Fort Lauderdale-Hollywood International Airport Expansion of Runway 9R-27L, Florida, \$800 million, 2013-2014, WSP:** Engineering Technician. Earthwork, roadway, and utilities inspector for the South Runway aircraft/taxiway bridges, U.S. 1 roadway and braided ramps. Monitored the Hilton Hotel demolition. Monitored and coordinated activities of the owner (QAMT) and contractors' QC testing labs.

**Florida Department of Transportation/Dragados USA, I-595 Design Build, Florida, \$8.8 million, 2008-2014, WSP:** Senior Engineering Technician. Performing quality control for soil and concrete. Responsibilities included geotechnical exploration, QC, and construction materials inspection and testing services as a subcontractor for a five-year FDOT project involving construction of 3 miles of HOT lanes on a three-lane highway. Provided administrative support for daily scheduling and communications.

**South Florida Water Management District, Lakeside Ranch Stormwater Treatment Area Phase I, Florida, \$3 million, 2009-2011, WSP:** Senior Engineering Technician. Maintained field data and sampling concrete; performed density testing; provided oversight for various construction materials applications; tested on-site according to ASTM procedures; offered direction to other technicians; and maintained open communication with the construction site supervisor. Provided general engineering, professional services, and construction management as requested by client. The site was located on the northeast shore of Lake Okeechobee and east of U.S. 441/98 in Martin County, Florida.

**OTO Development, LLC, Fairfield Inn and Suites Fort Pierce Hotel, Florida, \$86,680, 2008, WSP:** Senior Engineering Technician. Maintained field data and sampling concrete; performed density testing; provided oversight for various construction materials applications; tested on site according to ASTM procedures; offered direction to other technicians; and maintained open communication with the construction site supervisor. Provided vibro-replacement (stone column) monitoring, CMT, and threshold inspections for construction of a four-story, 111-room hotel with in-ground swimming pool.

**OTO Development, LLC, Dania Beach Construction Materials Testing, Florida, \$397,000, 2009, WSP:** Engineering Technician. Responsibilities included logging of data as ground improvements and soil densities were performed. Provided CMT and reporting of test results on two hotels.

**Victor Hosey**

Senior Technician

**Firm Name**

WSP

**Firm Title**

Senior Engineering Technician

**Years of Experience**

Industry: 11 years

WSP: 11 years

**Certifications/  
Licenses**

Concrete lab Technician

FDOT Concrete Field Technician

Aggregate Testing Technician

Aggregate Base Testing Technician

Lbr Testing Technician

Earthworks level 2

Asphalt Plant 2.

**Office Location**

Tampa, Florida

**Career Summary**

As Senior Engineering Technician, Mr. Victor Hosey performs all field and laboratory tests required for soils and concrete. He is also experienced in the evaluation of soils and concrete. His responsibilities include concrete sampling, concrete compressive strength testing, soils sampling, soils testing, nuclear density testing, aggregate testing, aggregate sampling, asphalt sampling, asphalt testing, Lbr testing, modified proctor testing, standard proctor testing,

**Professional Experience**

**Lab Supervisor, S&ME:** Construction materials sampling and testing, to include; concrete, asphalt, soils, Lbr's modified and standard proctors. Field testing and sampling to include; concrete testing, field density testing,

**Lab Technician, Tierra Engineering:** Construction Material field and laboratory sampling and testing including; soils, concrete, asphalt, Lbr's and modified and standard proctors.

**Billy Davis**

Senior Technician

**Firm Name**

WSP

**Firm Title**

Senior Construction Technician

**Years of Experience**

Industry: 50 years

WSP: 1 year

**Office Location**

Tampa, Florida

**Career Summary**

Mr. Davis has nearly 50 years of experience in the phosphate industry. He has served multiple roles associated with phosphoric acid production including plant supervisor and gypsum stack manager. Recently Mr. Davis has provided construction oversight services for multiple earthwork, gypsum and HDPE liner projects, involving daily contractor coordination, verification of completion, and quality control/assurance inspection and specification compliance reviews.

**Professional Experience**

**Site Construction Manager, WSP:** Provided construction oversight as Owner's representative and performed quality assurance inspection for the gyp stack side slope closure, vertical expansion and lateral expansion at the Riverview facility and for the gyp stack closure construction at the South Pierce Facility. Duties included daily coordination with the contractors, quality control teams and Owner's representatives. Inspected and verified completion of earthworks and liner installation, reviewed quality control test data for compliance with specifications

**Plant Manager, Mosaic Crop Nutrition:** SGyp stack Operator. Managed water treatment, monitoring & testing and discharge operations and performed gyp stack maintenance oversight at the Mulberry & Bartow plants. Provided site monitoring at the Mulberry gypsum stacks for water quality and water volume. Mulberry Plant & Stack Manager. As an employee of Mosaic, continued to manage the Mulberry plant gyp stack operations and maintenance, lime treatment operations and water management systems. Worked closely with the contractors in developing operations and maintenance plans. Supervised the installation of HDPE pipes for water management. Directed maintenance of plant and gyp stack access roads and gypsum stack system ponds. Managed multiple site staff and operators.

**Construction Manager, Moretrench Industrial:** Mulberry Plant & Stack Construction Manager. Managed the Cargill Mulberry FL plant, responsible for the operation of the gyp stack and the movement of water on property. Trained site employees on inspection, monitoring and operations procedures. Responsible for resolving gyp stack operational issues and I would address any problems arising with such. Conducted daily safety meetings and managed daily staffing. Worked with Cargill employees to stay within compliance with the permitted regulations and facility operational criteria. Managed construction operations for closure of the Mulberry north stack including dewatering operations and liner installation preparation. Supervised the operation of the lime plant and the release of the treated water ensuring compliance with discharge permit. Directed maintenance of plant and gyp stack access roads and gypsum stack system ponds.

**Adil Khan, PE**

Steel Inspection Lead / Senior Engineer

**Firm Name**

WSP

**Firm Title**Principal Metallurgist/  
Project Manager**Years of Experience**

Industry: 45 years

WSP: 35 years

**Education**MSc, Metallurgical  
Engineering, Ohio  
State University, 1981BS, Metallurgical  
Engineering,  
NED University  
of Engineering &  
Technology (Pakistan),  
1978**Certifications/  
Licenses**Professional Engineer  
- TX**Office Location**

Jacksonville, Florida

**Career Summary**

Mr. Adil Khan is a consultant in the applications of engineering materials including ferrous and nonferrous metals, stainless steels, tool materials and special purpose steels, polymers, ceramics, plastics, and electronic materials. He has a strong background in the study of corrosion and environmental degradation of engineered materials and has been an expert witness on several cases involving the failure of materials, components, structures, industrial equipment, and accident reconstruction. During his career, has managed and provided project engineering services for more than 2,000 metallurgical failure analyses. These forensic engineering projects consisted of planning, executing and managing field metallurgical evaluations, laboratory testing and evaluations, preparation of reports relating to probable causes of failures, and recommendations on corrective actions or solutions to prevent recurrence of the problems in the future. His expertise has been used in North and South America, Europe, and the Middle East.

**Professional Experience**

**Central Florida Expressway Authority, 6740-20-1818, 528-143: SR 528/SR 436 Interchange Improvements and Widening to Goldenrod Road (Bridge Tub Girders, Fracture Critical, Overhead Sign Structures, Toll Gantries), Orlando, Florida, Fees: \$200,000, Construction: \$75 million est., 05/2020-Ongoing:** Project Manager.

Construction project consisting of demolition of existing bridges and widening of SR 528 in Orange County. Provided consultation to CFX and its Engineering consultants on resolving fabrication issues and provided inspection services in fabrication shops. This design-build project consists of six fracture critical steel bridges, 10 cantilever sign structures, and six span sign structures. Fabrication of the bridge girders was performed at Tampa Steel located in Tampa, Florida, and sign structures were fabricated at Arcosa Traffic Solutions located in Fort Pierce and Sumterville, Florida. WSP performed inspections of delivered material, and during the welding, nondestructive testing, shop assembly, bolting, blasting, painting, and galvanizing operations to ensure compliance with Contract Plans, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code-Steel.

**FDOT State Materials Office, 6740-20-1817, BE958: Developing Procedures for Welding, Testing, and Fabricating Weathering Stainless-Steel Bridges (Weathering Steel, Stainless-Steel, Research, and Development), Jacksonville, Florida, Fees: \$94,000, Construction: N/A, 04/2020-04/2021:** Project Manager/Researcher. Special Assignment to write "Procedures for Welding, Testing and Fabricating Weathering Stainless-Steel for Bridge Applications." The purpose of this report was to create a comprehensive document for the fabrication and welding of ASTM A709 Grade 50CR weathering stainless steel, prior to implementation. The State Materials Office in Gainesville, Florida required a set of procedures that would merge the existing AWS D1.5 Bridge Welding Code and AWS D1.6 Structural Welding Code-Stainless Steel for bridge applications. This document would assist in developing comprehensive procedures for the welding, testing, and fabrication of ASTM A709 Grade 50CR weathering stainless steel for bridge applications. .

**Halim Bas, PhD, PE**

Materials Engineer

**Firm Name**

WSP

**Firm Title**Senior Civil Roadway  
and Structural  
Materials Engineer**Years of Experience**

Industry: 13 years

WSP: 5 years

**Education**PhD, Materials  
Science, New York  
University, 2018MSc, Structural  
Engineering,  
Columbia University,  
2012BS, Civil Engineering,  
Bogazici University,  
2010**Certifications/  
Licenses**Professional Engineer  
- FL, NY, TXPrecast Concrete  
Institute Inspector  
Level I, II, IIIAmerican Concrete  
Institute Inspector  
Grade IAmerican Concrete  
Institute, No. 1941408**Office Location**

Jacksonville, Florida

**Career Summary**

Dr. Halim Bas is a professional engineer and has more than 10 years of experience in structural engineering and engineering materials. He has designed, inspected, and retrofitted residential buildings, military campuses, industrial structures, transportation facilities, and roadways. Dr. Bas has substantial experience in managing structural materials quality control programs for public clients. He has a doctorate in materials engineering and failure analysis which makes him ideally suited for structural materials quality control program management. He has published multiple journal articles in the highest impact factor publications in cementitious materials research. He delivers robust knowledge of the latest structural materials, advanced testing methodologies, materials codes/standards, structural standards, and construction specifications. Dr. Bas is well versed in structural analysis and design with all common structural materials and construction methodologies. six years of Halim's engineering experience is from projects overseas.

**Professional Experience**

**District Wide Capital Projects, California Department of Transportation, District 12, California, 2022- 2022, WSP, \$110M:** METS Representative. Dr. Bas has managed the structural materials quality assurance and source inspection tasks for several design bid build projects across Orange County of California.

**12-0K0224 I-5 South County Improvements Segment 2, California Department of Transportation, District 12, California, \$136M, 2022 - 2022:** METS Representative. Dr. Bas has managed the structural materials quality assurance and source inspection tasks for this project, which is the second part of this initiative to maintain and expand route I-5 in District 12. This project involves hot mix asphalt placement, concrete pavement installation, retaining wall construction, and modifying electrical systems. Dr. Bas managed a small team of engineers and technicians to ensure the quality of materials shipped to the construction site. The quality assurance efforts include review of submittals, performing ASTM standard tests, testing according to Caltrans Standard Specifications and project specific special provisions. As part of this effort, District 12 team also holds pre-welding, pre-paint, and pre-precast construction meetings with the contractor and construction management team to ensure complete compliance.

**12-0K0234 I-5 South County Improvements Segment 3, California Department of Transportation, District 12, California, \$92.5M, 2022 - 2022:** METS Representative. Dr. Bas has managed the structural materials quality assurance and source inspection tasks for this project, which is the third part of this initiative to maintain and expand route I-5 in District 12. This project involves hot mix asphalt placement, concrete pavement installation, retaining wall construction, and modifying electrical systems. Dr. Bas managed a small team of engineers and technicians to ensure the quality of materials shipped to the construction site. The quality assurance efforts include review of submittals, performing ASTM standard tests, testing according to Caltrans Standard Specifications and project specific special provisions. As part of this effort, District 12 team also holds pre-welding, pre-paint, and pre-precast construction meetings with the contractor and construction management team to ensure complete compliance.

**Michael Philipps, CWI, NDT**

Certified Welding Inspector

**Firm Name**

WSP

**Firm Title**

Senior Engineering Technician

**Years of Experience**

Industry: 32 years

WSP: 32 years

**Certifications/  
Licenses**AWS Certified  
Welding InspectorWSP NDT Level II UT,  
MT, PT

NACE Level 1

ICC Bolting, Welding

NCDOT Bridge  
Coatings Level 1

ASNT Level III

**Office Location**

Jacksonville, Florida

**Career Summary**

Mr. Philipps is an AWS Certified Welding Inspector, an ASNT Level III, and ASNT Level II in Ultrasonic Testing, Magnetic Particle Testing and Dye Penetrant Testing, a NACE Level 1 Coatings Inspector, ICC Bolting Inspector, and NCDOT Bridge Coatings Level 1. He has 30+ years of experience performing Welding Inspection, Non-Destructive Testing, and Special Inspection services. His primary expertise is in Quality Assurance and visual and non-destructive testing of structural steel fabrication and erection, including methods of UT, MT, and PT of welded assemblies, as well as coatings inspections. Michael's experience includes visual inspection, non-destructive testing and evaluation of metal components, welded structures, bridge fabrication components and vessels. He is well versed in providing inspections to determine compliance with AWS D1.1, D1.3 and D1.5 for structural steel framed buildings and has a great deal of experience with ASME compliance for both structural and vessel components as well. His depth of knowledge in the non-destructive testing field, combined with his dedication to quality, makes him an asset to any project on which he works. His duties include initial steel receipt inspection, monitoring of traceability processes for materials certification, monitoring of welding, visual and non-destructive inspection of welds, coatings application inspection, high strength bolt installation monitoring and inspection, plans and specifications interpretation, and collecting, checking, and preparation of material test report certifications for permanent file.

**Professional Experience**

**QA Inspector, FDOT State Materials Office, 6740-16-3022/6740-18-5003, E4Q32: I-95 Express Lanes and Signal Ramps QA Inspection (Plate Girders/Overhead Sign Structures), Fort Lauderdale, Florida (5/2016 to Present). Fees - \$440k. Construction Costs - \$149M:** This design-build project consists of widening two existing bridges for the addition of express lanes. The project consists of 30 steel plate I-girders, as well as 47 overhead span and cantilever sign structures and two toll gantries. WSP performed visual inspection on delivered material for surface defects and witnessed transfer of heat numbers in order to confirm traceability of base material. WSP also performed inspection services during welding, nondestructive testing, shop assembly, bolt testing and installation, blasting, painting, and galvanizing operations to ensure compliance with Contract Plans, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code-Steel. Reference: Roland Rodriguez – Pinnacle Consulting, rrodriguez@pinnaclecei.com, 305-345-0696.

**QA Inspector, Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, \$2.7B, (8/2015 to Present):** A \$2.7 billion project to replace the existing Terminal A building with a new terminal building and construct a new roadway access network. Provide QA inspection services during off-site fabrication of rolled beam girders, crossframes, lateral braces, and other miscellaneous structural components to ensure compliance with project specifications, New Jersey DOT Standard Specifications for Road and Bridge Construction, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code for Steel. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing. Reference: Paul Catherall – PANYNJ, pcatherall@panynj.gov, 201-216-2389.



## Rex Harrison, CWI, NDT Level II, NACE Level 2

Certified Welding Inspector

### Firm Name

WSP

### Firm Title

Senior Engineering Technician

### Years of Experience

Industry: 29 years

WSP: 29 years

### Certifications/Licenses

AWS Certified Welding Inspector,

WSP NDT Level II, UT, MT, PT, CRI

NACE Certified Coatings Inspector Level 1

NACE Certified Coatings Inspector Level 2

ICC Structural Steel and Bolting Special Inspector

### Office Location

Jacksonville, Florida

### Career Summary

Mr. Harrison is an AWS Certified Welding Inspector; an ASNT Level II in Ultrasonic Testing, Magnetic Particle Testing, Dye Penetrant Testing, and Radiographic Film Interpretation; a NACE Certified Coatings Inspector, Level 1 and 2; and an ICC Structural Steel and Bolting Inspector. He has extensive experience in performing QA and QC inspections with both AWS and ASME welding codes. Mr. Harrison has performed Level II UT, MT, PT and RT inspections, QA bridge inspections, and is qualified as a FCM inspector in accordance with AWS D1.5 Section 12. He also has experience with sophisticated paint systems application and testing. As a former welder and shop quality control manager, he brings extensive practical experience to any project. He has performed as a QA/QC Manager and has been responsible for developing new welding procedures, performing welder qualification tests, and maintaining AISC certifications.

### Professional Experience

#### Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, \$2.7B, August 2015 to Present. QA Inspector: A \$2.7

billion project to replace the existing Terminal A building with a new terminal building and construct a new roadway access network. Provide QA inspection services during off-site fabrication of rolled beam girders, crossframes, lateral braces, and other miscellaneous structural components to ensure compliance with project specifications, New Jersey DOT Standard Specifications for Road and Bridge Construction. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing.

**Port Authority of New York and New Jersey, George Washington Bridge – Replacement of the PIP Helix Ramp and Rehabilitation of Upper Level Spans over NJ Anchorage and Hudson Terrace. March 2013 to April 2021. Construction Costs - \$152 million est. QA Inspector:** Provide QA inspection services during off-site fabrication and assembly of built-up plate girders and replacement components to ensure compliance with project specifications and AWS D1.5 Bridge Welding Code. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, review of radiographic films, verification of installation of high strength fasteners, verification of coating operations, and dry film thickness testing. .

**Port Authority of New York and New Jersey, World Trade Center – Parcel 1B-Structure to Grade & West Bathtub Vehicular Access. August 2015 to November 2020. QA Inspector:** Provide QA inspection services during off-site fabrication of main and miscellaneous building members as well as flood gates/barriers to ensure compliance with project specifications, AISC Specification for Structural Steel Buildings, AWS D1.1 Structural Welding Code–Steel, and AWS D1.6 Structural Welding Code – Stainless Steel. Some main members weighed more than 60 tons. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing.

## Leonard Patterson, CWI, NDT Level II

### Certified Welding Inspector

#### Firm Name

WSP

#### Firm Title

Senior Engineering Technician

#### Years of Experience

Industry: 39 years

WSP: 39 years

#### Certifications/ Licenses

AWS Certified  
Welding Inspector

Level II NDT / NDE  
Liquid Penetrant

Level II NDT / NDE  
Magnetic Particle

Level II NDT / NDE  
Radiography

Level II NDT / NDE  
Ultrasonic

Certified ICC Bolting  
Inspector

#### Office Location

Jacksonville, Florida

#### Career Summary

Mr. Patterson has almost four decades of experience in the welding inspection and nondestructive testing industry, with expertise in steel fabrication, erection inspection of structural steel, shear connectors, visual inspection of welding, and nondestructive testing of welding (ultrasonic, radiographic-film interpretation, dye penetrant, and magnetic particle). He also conducts welder qualification certifications. Leonard's project experience with steel inspection includes signature bridges, industrial and other private sector clients, and transportation facilities for government clients at the state and local levels.

#### Professional Experience

**QA Inspector, Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, \$2.7B, August 2015 to Present.**

**QA Inspector:** A \$2.7 billion project to replace the existing Terminal A building with a new terminal building and construct a new roadway access network. Provide QA inspection services during off-site fabrication of rolled beam girders, crossframes, lateral braces, and other miscellaneous structural components to ensure compliance with project specifications, New Jersey DOT Standard Specifications for Road and Bridge Construction, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code for Steel. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing.

**Verification Inspector, Port Authority of New York and New Jersey, LaGuardia Airport Central Terminal Building Redevelopment Project, \$4B, (10/2017 to 2/2020):**

A \$4 billion public-private partnership project to redevelop LaGuardia Airport Central Terminal Building (Terminal B), replacing the existing Terminal B and providing multi-level bridge structures for arrivals and departures. Provide verification inspection services during off-site fabrication and assembly of built-up plate girders, fracture critical box girders, diaphragms and crossframes, overhead sign structures, and miscellaneous structural members to ensure compliance with project specifications, New York State Steel Construction Manual, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code for Steel. Activities include verification of approved welding processes and welder qualifications, and visual inspection, magnetic particle testing and ultrasonic testing of completed welds, reviewing radiographic films, verification of coating operations, and dry film thickness testing.

**QA Inspector, Port Authority of New York and New Jersey, Bayonne Bridge:** Provide QA inspection services during off-site fabrication and assembly of 25 built-up plate girders, one fracture critical box girder, and associated crossframes to ensure compliance with project specifications, New York State Steel Construction Manual, and AWS D1.5 Bridge Welding Code. Activities include verification of approved welding processes and welder qualifications, and visual inspection, magnetic particle testing and ultrasonic testing of completed welds.

## **Tirrell Day, PE**

### Structural Engineer

#### **Firm Name**

WSP

#### **Firm Title**

Senior Structural Engineer

#### **Years of Experience**

Industry: 18 years

WSP: 10 years

#### **Education**

BS, Civil and Environmental Engineering – Structural, University of Tennessee, 2004

#### **Office Location**

Tampa, Florida

#### **Career Summary**

Mr. Tirrell Day has 18 years of engineering experience and more than eight years of professional engineering licensure to design buildings and other structures. The bulk of Mr. Day's experience is in the federal and municipal sectors, providing design analysis and construction support for new design, expansions, retrofit, and repair projects which include office buildings, parking garages, federal buildings, and municipal structures. Based on an educational background in structural engineering, he has excelled in a diverse range of activities within the varying stages of project development.

#### **Professional Experience**

**Post-Earthquake Structural Assessment, U.S. Coast Guard Puerto Rico, \$213,863, 2020:** Project Manager/Structural Engineer. WSP performed a post-earthquake structural assessment of five main coast guard sites as part of Sector San Juan on a combination of office, infrastructure, and housing structures. The requested services included examining the structures for potential structural damage, noting any unsafe conditions, and providing recommendations for repair and/or evacuation of the structure if deemed necessary. The structures were examined as either a detailed assessment (inside and outside) or rapid assessment (outside only). Three main facilities were identified as needing a detailed inspection; however, care was taken during the rapid inspections to note any conditions which appeared to suggest further detailed assessment was necessary. The deliverables included an initial occupancy and safety notice to provide the coast guard immediate guidance for the three sites requiring detailed inspections, a final findings and recommendation report, and an in-person presentation of the approach and results. Project challenges included responding to the 24-hour mobilization requirement following project award and ongoing tracking for estimated 273 assessed buildings.

**Architectural/Engineering Design Services, U.S. Coast Guard Sand Key, Clearwater, Florida, \$130,444, 2018:** Project Manager/Structural Engineer. WSP performed a site investigation following Hurricane Irma, including environmental, architectural, structural, and mechanical disciplines, to identify the nature and extent of damage and perform a general building assessment. From the initial site visit, WSP identified additional conditions not originally noted by the Coast Guard, to include roof damage, improper site drainage, and a defective exterior insulation and finish system (EIFS). These additional items were added to the scope per request of the client and became a part of the design effort. Designs considered an environment near sea water and high coastal winds. In addition to the design criteria, certain environmental conditions were considered such as lighting requirements to conform to Florida's Sea Turtle Lighting Guidelines and the possibility of microbial growth in the galley walls from exposure to prolonged moisture from wind driven rain. Our design incorporated best management practices to minimize impact and limit obstruction of daily activities of the station. The total contract included design and construction support services. Design deliverable included drawings and specifications which were provided in a format specific to coast guard requirements.

**Shrey Lunagaria**

Structural Engineer

**Firm Name**

WSP

**Firm Title**Technical Professional  
- Structural**Years of Experience**

Industry: 3 years

WSP: 1 years

**Education**MS, Civil Engineering  
- Structural,  
Stevens Institute of  
Technology, 2017MBA, Project  
Management, IGlobal  
University, 2021**Office Location**

Tampa, Florida

**Career Summary**

Passionate and Experienced Civil Engineer with 3 years of experience as Project manager and Structural Engineer with working on site as Site engineer to designing and analysis structures in the state of in NY, ND, and Florida. Managed Multiple union Jobs in NY while working for BN restoration. Managed a project for PCC and Façade Restoration for a School in Jamaica, NY, designed Support Structures, Retaining wall, Carport, and underground water tank. Apart from having these experience I have worked on Sanitary sewer design and inspection. My experience in the field of civil engineering varies, rom managing site and people to designing, analyzing, and drafting. I have also helped in creating Site Safety plans for varies projects which consisted of pipe scaffold and rigging scaffold to work on 42nd floor.

**Professional Experience**

**WSDOT I-405 Renton to Bellevue Widening & Express Toll Lanes Project:** WSP's role as the lead design consultant involves multi-faceted services for connecting a 40-mile system of express toll lanes. WSP supports this design-build project by providing the Engineering services with both in-house and local sub-consultant support. As a Part of Tampa Bay Office, I worked on Design of MSE Wall, Soil Nail Wall and Soldier Pile Wall, Standard Special barriers. I have reviewed design, Design Drawings and performed Calculation and Drafting.

**McCoy Creek Restoration Project:** WSP has been contracted to provide Engineering Design Services for a Multi-Modal Trail design project to include roadway, stream, boardwalk and overlook structures, pedestrian bridges, recreational features, project permitting and construction support services. Our involvement in this project, as the primary design consultant, includes civil, water resources, environmental permitting, geotechnical, bridge, and miscellaneous structural engineering services. For this Project I worked on Structural design and analysis of Boardwalk and Railing.

**Bridge Load Rating Assessment:** WSP has been selected to provide professional engineering services which include assessment of the existing bridges, documenting as-built conditions, evaluating the structure for support of the various construction equipment, and providing a report of the findings and recommendations, as needed. FPL will use this information to determine the most economical and safest route to transport its equipment to each site. The services provided includes Detailed structural Assessment, Review of as-built drawings, structural evaluation and load rating per FDOT load rating Manual.

**Veterans Memorial Park, Miami. Wind Load Analysis:** . Due to hurricane, there were damages to existing structure. As a part of the project, I performed Wind load analysis to determine and capacity of the structure to withstand the wind load.

**Eduardo Hernandez, PE**

Pavement / Asphalt Lead / Senior Engineer

**Firm Name**

WSP

**Firm Title**

Supervising Engineer

**Years of Experience**

Industry: 15 years

WSP: 9 years

**Education**BS, Civil Engineering,  
Florida State  
University, 2006**Certifications/  
Licenses**Professional Engineer  
- FL**Office Location**West Palm Beach,  
Florida**Career Summary**

Eddie Hernandez is well experienced in all phases of pavement evaluation including preparing Pavement Survey and Evaluation Reports (PSER) for the Turnpike, performing historical literature reviews, conducting field assessments, developing investigation scopes, managing pavement coring tasks, reviewing pavement testing results and providing engineering recommendations for a variety of projects. Additionally, Eddie has extensive asphalt testing, laboratory and field paving procedure experience. He has managed both the Pavement Evaluation group and the Bituminous group for the Florida's Turnpike.

**Professional Experience****Florida's Turnpike Construction and Materials Management - 5th Cycle,**

**Florida:** Pavement Evaluation Engineer under a general consultant engineering contract in support of the Florida's Turnpike Materials Office. In this position, Eddie provides pavement evaluation technical support to Florida's Turnpike CEIs, Production, Construction and Maintenance Offices, upon request. Manages the Pavement Evaluation work unit while fostering teamwork within and across the unit. Performs engineering analysis to determine the best approach for pavement resurfacing and construction, determining the cause of in-place conditions and engineering solutions to resolve issues. Manages the district-wide consultant contracts used to conduct the pavement evaluation reports. Oversees the pavement evaluation activities including signing and sealing of Pavement Survey and Evaluation Reports and Pavement Design reviews. Duties consist of performing literature reviews of historical pavement data; developing field investigation scopes; reviewing pavement coring reports; performing consultant evaluations for coring tasks; coordinating with State Materials Office (SMO) for non-destructive pavement testing such as friction and resilient modulus testing; coordinating with the Construction and Materials Offices to provide recommendations for pavement warranty repairs reviewing failed materials; and performing forensic and miscellaneous pavement evaluations. WSP functioned as an extension of the Florida Turnpike's staff on the fifth cycle of a five-year on-call contract. The firm was responsible for constructability reviews, coordination of plan development, contract issue resolution, claims analysis, litigation review support, construction management, and utility coordination services for 500 miles of toll roads used daily by more than two million motorists.



## Michael Lewkutz

Asphalt / Pavement Coring Coordinator

### Firm Name

WSP

### Firm Title

Engineering  
Technician

### Years of Experience

Industry: 21 years

WSP: 6 years

### Education

AS, Architectural  
Drafting, New  
England Institute of  
Technology, 1998

### Certifications/ Licenses

TIN: L23254477

FDOT CTQP Asphalt  
Plant Technician Level  
I

FDOT CTQP Asphalt  
Plant Technician Level  
II

FDOT CTQP Asphalt  
Paving Technician  
Level I

FDOT CTQP Asphalt  
Paving Technician  
Level II

FDOT CTQP Quality  
Control Manager

FDOT Advanced  
Temporary Traffic  
Control (TTC) Certified

### Office Location

West Palm Beach,  
Florida

### Career Summary

Mr. Michael Lewkutz has 21 years of experience as a construction materials engineering technician. He possesses engineering project management experience and has assisted professional engineers in developing take-offs and proposals for construction materials testing projects. His experience includes developing project cost estimates and proposals based on a project's scope of work and contract documents. He has worked collaboratively with internal and external teams to ensure successful project outcomes.

Mr. Lewkutz possesses extensive training and experience in soils, concrete, and asphalt construction testing procedures both on-site and in the laboratory. He is knowledgeable of all applicable ASTM and AASHTO standards. Other responsibilities include SPT drilling and asphalt pavement coring oversight as well developing and implementing FDOT Temporary Traffic Control (TTC) plans.

### Professional Experience

**Geotechnical and Survey Design Services Contract (C9T73), Florida Department of Transportation, Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, WSP:** Asphalt Plant Technician/Project Management Support. Providing geotechnical and/or survey design support services, deliverables, and technical documents, in accordance with FDOT policy, procedures, and requirements.

**Districtwide Construction Materials Contract (CA512), Florida Department of Transportation Districts 4 and 6, South Florida, Cost Varies, 2019 to 2024:** Asphalt Plant Technician/Project Management Support. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

**ASDB Golden Glades Multimodal Transportation Project, Florida Department of Transportation, Miami, Florida,** Quality Control Manager. QC Manager for Florida Department of Transportation \$56 million ASDB Golden Glades Multimodal Transportation Project in Miami, Florida.

**AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) Construction Contract, Florida Turnpike Enterprise, Broward and Palm Beach Counties, Florida,** Asphalt Plant Technician. The project is a 642-day construction contract at a cost of \$20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities, and other incidental construction.



**Pablo Marin**

Asphalt/Roadway Inspector

**Firm Name**

WSP

**Firm Title**

CMT Technician 6

**Years of Experience**

Industry: 13 years

WSP: 4 years

**Education**BA, University of  
Caldas, Manizales,  
Colombia, 2001**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. Pablo Marin has 13 years of experience as a construction materials engineering technician. He has extensive training and expertise in asphalt construction and test procedures both “on-site” and in the laboratory. He is knowledgeable of all applicable ASTM and AASHTO standards. In addition, Mr. Marin has 10 years of experience in construction engineering inspection services for various complex technical roadway projects for FDOT Districts 4 and 6, the Florida Turnpike, various counties and cities, and private companies.

**Professional Experience**

**Florida Department of Transportation Districts 4 and 6, Districtwide Construction Materials Contract (CA512), South Florida, Cost Varies, WSP (2019-2024):** Asphalt Plant Technician. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

**Florida Department of Transportation, Geotechnical and Survey Design Services Contract (C9T73), Covering Multiple Areas within Florida’s Turnpike Enterprise System of Toll Roads, Florida, \$5 million, 2017-2022, WSP:** Asphalt Plant Technician/Project Management Support. Providing geotechnical and/or survey design support services, deliverables, and technical documents, in accordance with FDOT policy, procedures, and requirements.

**Florida Department of Transportation/Florida Turnpike Enterprise, Widen HEFT Killian/SW 104th Street (MP 19.0) to Sunset/SW 72nd Street (MP 21.9) Design/Build (415051-1-52-01), Miami-Dade County, Florida, \$74 million, 2014-Ongoing, WSP:** Asphalt Plant Technician. The project is a 1,586-day design/build contract at a cost of \$74.1 million. The project includes the design, widening, and reconstruction of SR 821, the Homestead Extension of the Florida Turnpike (HEFT) from six lanes to ten lanes.

**Florida Department of Transportation/Florida Turnpike Enterprise, AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) Construction Contract (429339-1-52-01), Broward and Palm Beach Counties, Florida, \$20.5 million, 2018-Ongoing, WSP:** Asphalt Plant Technician. The project is a 642-day construction contract at a cost of \$20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities and other incidental construction.

**Daniel Chotos**

Asphalt/Roadway Inspector

**Firm Name**

WSP

**Firm Title**

Materials Inspector 6

**Years of Experience**

Industry: 14 years

WSP: 4 years

**Office Location**West Palm Beach,  
Florida**Career Summary**

Mr. Daniel Chotos has more than 10 years of experience as a construction materials engineering technician. His extensive training and experience in asphalt construction and test procedures includes both "on-site" and in the laboratory. He is also knowledgeable of all applicable ASTM and AASHTO standards. Additionally, Mr. Chotos has 11 years of experience in CEI services for various complex technical roadway projects for FDOT Districts 4 and 6, as well as the Florida Turnpike.

**Professional Experience**

**Florida Department of Transportation, Geotechnical and Survey Design Services Contract (C9T73), Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, \$5 million, 2017-2022, WSP:** Asphalt Plant Technician. Providing geotechnical and/or survey design support services, deliverables, and technical documents, in accordance with FDOT policy, procedures, and requirements.

**Florida Department of Transportation Districts 4 and 6, Districtwide Construction Materials Contract (CA512), South Florida, Cost Varies, 2019-2024, WSP:** Asphalt Plant Technician. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

**Florida Department of Transportation/Florida Turnpike Enterprise, Widen Turnpike Extension/SR 821 from Interstate 75 (I-75) and the Southern Turnpike Mainline/SR 91, Miami-Dade County, Florida, \$147 million, Ongoing, WSP:** Asphalt Plant Technician. FTE is widening the Turnpike Extension/SR 821 from Interstate 75 (I-75) and the Southern Turnpike Mainline/SR 91. The HEFT mainline will be widened from four travel lanes to eight lanes and will consist of, in each direction, three 12-foot general use lanes and one 12-foot express lane separated by a 4-foot buffer with express lane markers. Other components of the project include milling and resurfacing, roadway widening, bridge widening, lighting, and drainage improvements.

**Florida Department of Transportation/Florida Turnpike Enterprise, Widen HEFT Killian/SW 104th Street (MP 19.0) to Sunset/SW 72nd Street (MP 21.9) Design/Build (415051-1-52-01), Miami-Dade County, \$74.0 million, 2014-Ongoing, WSP:** Asphalt Plant Technician. The project is a 1,586-day design/build contract at a cost of \$74.1 million. The project includes the design, widening, and reconstruction of SR 821, the Homestead Extension of the Florida Turnpike (HEFT) from six lanes to ten lanes.

**Florida Department of Transportation/Florida Turnpike Enterprise, AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88), Broward and Palm Beach Counties, \$20.5 million, 2018-Ongoing, WSP:** Asphalt Plant Technician. The project is a 642-day construction contract at a cost of \$20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities, and other incidental construction.

**Dennis Crawford, PE**

Geotechnical Engineer

**Firm Name**

WSP

**Firm Title**Lead Consultant,  
Geotechnical  
Engineer**Years of Experience**

Industry: 10 years

WSP: 1 year

**Education**MS, Engineering,  
University of  
Wisconsin-Platteville,  
2023 (expected)BS, Civil Engineering,  
Temple University,  
2013**Certifications/  
Licenses**Professional Engineer  
- PA**Office Location**Altamonte Springs,  
Florida**Career Summary**

Mr. Dennis Crawford, PE is a Lead Consultant, Geotechnical Engineer with WSP. He received his Bachelor of Science degree in Civil Engineering from Temple University. He has 10 years of diverse experience in managing and executing geotechnical field projects across a wide range of industries.

Mr. Crawford has proven expertise in dams, levees, power, energy, transportation, industrial, water resources projects. He possesses a strong background in developing comprehensive field and laboratory testing programs, overseeing field investigations, and performing engineering analyses to ensure the successful completion of projects.

**Professional Experience****FEMA, Hurricane Irma (DR-4337), Orlando, Florida, (10/2017-07/2018), AECOM:**

Site Inspector. The \$2 billion+ project involved the inspection and mitigation recommendations of disaster-damaged facilities such as, buildings, roads and utilities that required the replacement or restoration of. Assisted FEMA in disaster recovery efforts from Hurricane Irma in Florida in support of the FEMA Public Assistance (PA) program. Conducted site inspections, validated infrastructure damage, recorded detailed damage descriptions, scopes of work and cost estimates, identified and recommended potential mitigation measures, and evaluated projects for compliance with applicable laws, regulations and policies. Developed project worksheets and scopes of work.

**United States Army Corps of Engineers (USACE), Freeport and Vicinity Coastal Storm Risk Management Project, Freeport, Texas (07/2021-09/2021, AECOM:**

Lead Geotechnical Field Engineer. The project involved the subsurface investigation for raising approximately 13 miles of an existing levee system, constructing/reconstructing approximately 5.5 miles of floodwall, and constructing drainage structures in Freeport, Texas. Assigned on-site supervisor position to oversee drilling operations. Laid out borings in the field and oversaw utility clearance. Performed field investigation for the drilling of soil test borings and cone penetration tests. Mentored junior staff.

**Pennsylvania Department of Transportation I-95 Section GR4 Reconstruction, Philadelphia, Pennsylvania, (07/2018-05/2019), AECOM:**

Geotechnical Engineer. The \$300 million+ project consisted of construction monitoring and management of subcontractors for the reconstruction and improvement of southbound I-95 from Columbia Avenue to north of Ann Street to provide four through lanes in each direction and a fifth auxiliary lane for ramp traffic entering and exiting I-95 between interchanges at Girard Avenue and Allegheny Avenue. The project included the construction of three retaining walls and more than forty piers. Oversaw the installation of 500+ micropiles including recording field observations, terminating micropiles at the specified design depth, monitoring and tracking grout placement, and reporting observations to the project geotechnical engineer. Supervised multiple subcontractors to confirm that the inspection of the micropiles was completed in accordance with design specifications.

**Edward Marks, PG**

Senior Geologist

**Firm Name**

WSP

**Firm Title**

Senior Geologist

**Years of Experience**

Industry: 23 years

WSP: 2 years

**Education**

BS, Geography, Florida State University, 2001

**Certifications/  
Licenses**Professional Geologist,  
FLWater Well Contractor,  
FL**Office Location**

Miami Lakes, Florida

**Career Summary**

Mr. Edward Marks has established a strong reputation for successfully orchestrating and implementing projects in very remote and demanding environments with 100% success rate and zero recordable safety incidents in his 23 years of experience. He specializes in hazardous waste assessment and remediation, ranging from surface water and groundwater assessments to soil contamination. These assessments have involved excavations, dredging, and construction projects. The jobsites ranged from remote and isolated areas to complex and dense industrial facilities. In addition, Mr. Marks has completed numerous environmental compliance and safety compliance audits for both public and private sector clients, as well as internal corporate safety audits. His extensive knowledge and vast experience in environmental, ecological, and safety assessments has consistently ensured the successful completion (on time and on budget) of projects for federal, state, and local governments, as well as for private sector clients.

**Professional Experience****Miramar Water Treatment Plant, Saltwater Intrusion Monitoring Well****Abandonment and Installation, Miramar, Florida, Earth Tech Drilling**

Services provided for the Miramar Water Treatment Plant under this Task Work Order contract included the abandonment of the existing damaged saltwater intrusion monitoring well and the installation of a new replacement 200-foot saltwater intrusion monitoring well.

**Miami-Dade County Water and Sewer Department, Virginia Key Soil Sampling, Virginia Key, Florida, URS/AECOM Corporation**

Services provided to the Miami-Dade Water and Sewer Department under this Task Work Order contract included the sampling and disposal characterization of soil piles located at the Virginia Key WASA site.

**Miami-Dade County Water and Sewer Department, Surface Water Sampling County Wide, Miami-Dade County, Florida, URS/AECOM Corporation**

Services provided to the Miami-Dade Water and Sewer Department under this Task Work Order contract included the sampling of intercoastal surface waters for the presence and concentrations of fecal coliforms and other bacteria associated with sewage discharges into the stormwater drainage systems.

**Collier County Water and Sewer Department, Deep Injection Well Pilot Hole, Collier County, Florida**

Assisted with the drilling and lithologic assessment of a 980-foot pilot hole for the proposed gray water injection well site in Collier County.

**Broward County Water and Sewer Department, Surface Water Sampling County Wide, Broward County, Florida**

Services provided to the Broward Water and Sewer Department under this Task Work Order contract included the sampling of intercoastal surface waters for the presence and concentrations of fecal coliforms and other bacteria associated with sewage discharges into the stormwater drainage systems.

**Derek Richcreek, PG**

Senior Geologist

**Firm Name**

WSP

**Firm Title**

Project Geologist

**Years of Experience**

Industry: 26 years

WSP: 9 years

**Education**

BS, Geology, Florida Atlantic University, 1997

**Office Location**

Tampa, Florida

**Career Summary**

Mr. Derek Richcreek has 26 years of experience in the environmental, construction, and mining industries. He has worked throughout the United States and overseas for private clients and various government agencies. Mr. Richcreek has managed projects from initial bid proposal, subcontractor review and hiring, QA/QC and health/safety planning, and site supervision, to preparing final deliverables.

**Professional Experience**

**Phase III Gyp Stack Expansion Design and Construction, Agrium US, Inc./Nu-West Industries, Inc., Idaho, 2015 to Ongoing:** Field Geologist. Supervised the drilling and coring of basalt; logged and recorded core samples; and logged numerous test pits in support of the phase III expansion of the gyp stack at the phosphate mine processing facility. Provided on-site quality control monitoring and inspection of gyp stack base liner construction, including decant structures and return water ditch system, perimeter earth dike construction, liner installation, and seepage control system construction. Performed QA testing and density testing of embankment, subgrade, and gyp liner. Observed and documented liner installation and performed destructive tests and daily trial weld tests.

**Phosphogypsum Stack Closure Design and Construction, Nutrien, Idaho, 2015 to Ongoing, Engineering: \$2 million, Construction: \$100 million:** Field Geologist. Provided on-site quality control monitoring and inspection of a temporary Auxiliary Holding Pond (AHP) constructed as part of stack closure. Performed QA testing and density testing of the subgrade and embankments. Observed liner construction and performed QA testing on liner material. Collected soils samples from test plots and performed laboratory testing.

**Gypsum Stacks and Tailings Pond Expansion, Itafos (formerly Nu-West Industries/Agrium U.S., Inc.), Idaho, \$5 million, 2015 to Ongoing:** Field Geologist. Managed field and lab materials testing for gypsum stack and tailings pond construction. Performed field inspection and documentation for earthworks activities. Monitored construction activities and managed day-to-day quality assurance/quality control for many projects, including Phase I, Phase II, Tailings Pond 4 (TP-4) Construction.

**SFM-9 Waste Clay Settling Areas, Mosaic Company, Polk County, Florida, Ongoing:** Senior Engineering Inspector. Provided on-site quality control monitoring and inspection of tailings dam construction, including decant structures and return water ditch system. Duties included field and laboratory testing of soil and concrete, along with providing daily construction progress reports.

**Georgia Pacific Palatka - Oxidation Pond No. 1 Legacy Solids Relocation, Palatka, Florida, \$50,000:** Field Geologist. Performed a Phase I study and developed a plan and procedures to remove or contain legacy solids, as well as a +/- 50% cost estimate for the alternatives. The study includes the assessment of project site and legacy solids, development of three alternatives for isolating or removing legacy solids, and preliminary concept plans. Environmental soil samples were collected throughout the site and submitted for laboratory analysis to assess the potential presence of residual pesticide and herbicide constituents.



**Luis Melo, EI****Geotechnical Engineer****Firm Name**

WSP

**Firm Title**Tech Professional  
Geotechnical  
Engineer**Years of Experience**

Industry: 8 years

WSP: 1 year

**Education**BS, Civil Engineering,  
Institute of Santo  
Domingo, Dominican  
Republic, 2012**Office Location**Altamont Springs,  
Florida**Career Summary**

Mr. Luis Melo is an experienced professional with 8 years of experience in the geotechnical engineering industry. He has worked on numerous projects and tasks requiring the application of sound engineering theory and principles. His civil engineering experience includes water and marginal terminal projects for reducing flood risk due to the coastal storms and sea level planned, oversee construction operation of building pad, sewer and storm and sanitary sewer pipes, grading etc. and coordinated geotechnical site investigation, inspections, analysis, shallow foundation systems, business development.

**Professional Experience****Manatee County Environmental Site Assessment (ESA) and Geotechnical Investigations, Manatee County, Florida:**

Geotechnical Engineer. Manatee County contracted with WSP to conduct due diligence related to constructing a stormwater reservoir at a parcel recently purchased by the County. Services included conducting a Phase I ESA, a geophysical survey, test pit excavations, groundwater table monitoring, and laboratory testing to determine the allowable excavation depth and the suitability of the excavated material as a borrow source.

**Herbert Hoover Dike Rehabilitation, Cuts off Wall Extension, Reach Extension, Task Order 1, Task Order 3, Task Order 4, and Task Order 5, 2000 to 2022, AECOM:**

Geotechnical Engineer. The project consisted of providing engineering support during the installation of new cut of wall and along of the Hebert Hoover dike, the project also includes installation of new structure such as installation of new door, Manatee screen, new embankment restoration, geotextile, bedding stone. Responsibilities include support in the geotechnical material testing report supervision of geotextile, bedding stone, and Rip Rap placement, conduct sampling of grout for the Cut-off wall installation and perform geotechnical task, embankment inspection and work platform material, oversee subsurface exploratory borings, site layout, foundation support and ground improvement; review of design documents for Cut off Wall, and jet grout, review submittal, drawings, technical specifications, Attend to preparatory, initial, progress, and partnering meetings Observed and reported on the excavation, rock gradations, and removal of earthen materials by equipment such as excavators, loaders, and off-road end dumps. All reports are sent to AECOM to be entered RMS and sent to the USACE.

**Cross Bronx Expressway – Sheridan, Bronx Station Line Phase II Amtrak site Bronx, New York, New York, 20018, AECOM:** Geotechnical Engineer. The project consisted of performing a site investigation and design recommendations for the rehabilitation of 5 bridges across Sheridan and the Amtrak facility. for the supervision of the geotechnical subsurface investigation, creation of the preliminary boring locations plans, boring inspections, and sample collection to determine the soil condition, Under the supervision of a senior-geotechnical engineer perform geotechnical calculations such as stability and bearing capacity, and liquefaction. Performed rock coring during field activities to determine the quality and type of rock following the NYC code. Lastly, monitoring well installations and creating a boring log and soil Profile using Geotechnical Engineer Software.



## Subconsultant Qualifications

WSP has selected key consultant's to assist in this project.



## Subconsultant Qualifications



### Amdrill, Inc.

Amdrill, Inc has been in business for nearly 45 years. Providing geotechnical and environmental work. Amdrill performs a significant number of jobs for the Department of Transportation in all of Florida's districts and also does projects for the Army Corps of Engineers and various mines throughout the United States. Amdrill has three offices located in Florida with inhouse hammer calibration. Amdrill is well-known for completing difficult access jobs. Specializing in Vibracore sampling, deep borings, SPT sampling, CPT, DPT, wire-line coring, and artesian stabilization. Amdrill can also do grout compaction for road stabilization..

### GeoView, Inc. / Ambient Technology Inc.

GeoView, Inc. (GeoView) was founded in 2002. Their reputation is excellent concerning financial stability, accountability, cost-effectiveness, safety and successful and timely completion of projects. Their parent company, Ambient Technologies, Inc. (ATI), was founded in 1992 and is based in St. Petersburg, Florida and will be used to supplement our drilling services as needed.

The ATI companies currently employ 32 individuals in the US and 15 internationally. The company is employee owned and headquartered in St. Petersburg, Florida. GeoView's staff consists of a team of professional geologists, geophysicists, and technicians who, through their 100+ years of combined experience, have conducted and managed more than 20,000 geophysical projects throughout the US, the Caribbean, and South and Central America.

GeoView specializes in the provision of geophysical services to the engineering, geological, environmental and construction industries. Their services include geologic and infrastructure investigations, utility and rebar locating, archaeological studies and marine surveys. Through their multidisciplinary approach, they are able to provide accurate, timely, and costeffective solutions to their clients.

## Madrid Engineering Group

Since its founding, Madrid Engineering (Madrid) has completed more than 10,000 distinct projects throughout the state of Florida. Madrid maintains its own in-house fleet of drilling rigs capable of investigating over land and sea. Our drills are mounted on floating barges, pontoon boats, trucks, or tracked vehicles (including low ground pressure tracked rigs for difficult access) to quickly access any type of environment. Soil and rock samples are obtained at various depths below ground (or water), up to 300 feet deep. Representative samples are tested, as needed, in our full-service, CMEC certified, laboratories for a wide variety of physical, chemical and engineering properties, so we can characterize the material for design purposes. Madrid's drilling department is led by our Drilling Department Manager, Mr. Brett Arenas, and our drilling staff are highly knowledgeable, fast, efficient, hard-working and always maintain a primary focus on safety throughout every project. Each of Madrid's drilling crews is directed by an experienced crew chief and assisted by a dedicated team of helpers. No matter the challenge, Madrid's drilling department is "at the ready" to take each project through to successful completion.



## **Adam Benson**

### Operations Manager



#### **Career Summary**

Adam Benson is the Operations Manager at Amdrill, Inc. located in Brooksville, Florida. Mr. Benson has over 24 years of drilling experience with Amdrill, Inc. on difficult access projects that he has overseen while working for Amdrill, Inc. He has drilled all throughout the Southeast United States and has experience in other countries (i.e. Jamaica, Haiti, Bahamas & the Virgin Islands). He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

#### **Professional Experience**

- ▶ Airboat – Pond Muck Probes in Tallahassee, FL - 2023
- ▶ FDOT D2 – SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL – 2022-2023
- ▶ USACE – Miami Beach Waterway Dredging – Biscayne Point - 2022
- ▶ FDOT D7 – Pinellas Johns Pass Vibracores in Madeira Beach, FL - 2022
- ▶ SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- ▶ Bartram Island DMMA Cell “C” Concept Development, Design and Permitting in Jacksonville, FL - 2021
- ▶ FDOT D7 – Maydell Dr. Bridge in Tampa, FL – 2021
- ▶ Savannas Preserve State Park Gap Walton Rd to Savannas Recreation Area in Port St. Lucie, FL - 2020
- ▶ FDOT D5 – Poinciana Blvd in Kissimmee, FL - 2020
- ▶ USACE - S-356 Pump Station on L-29 Canal in Miami, FL – 2020
- ▶ FDOT D2 – I-10 in Madison & Jefferson, FL – 2020
- ▶ SJRWMD Lake Jessup Flow Enhancement in Sanford, FL - 2020
- ▶ FDOT D5 - Nasa Causeway in Cape Canaveral, FL – 2019-2020
- ▶ Bakers Haulover Flood Shoal - 4” Vibracore Sampling in Miami, FL - 2019
- ▶ SPT – Mote Marine Aquarium in Sarasota, FL – 2019
- ▶ St. Johns River - 4” Vibracore Sampling - 2018
- ▶ SPT - Florida Gas Transmission in Miami, FL - 2018
- ▶ FDOT D5 - Wekiva Parkway 3B - 2015-2016
- ▶ FDOT D5 - SR 408 - 2015-2016
- ▶ FDOT D5 - Wekiva Parkway 7A – 2014-2017
- ▶ FDOT D5 - I-4 Segment 3 - 2014-2016
- ▶ FDOT D5 - SR 600 – 2014-2017

## Phillip "Todd" Ives

CPT / Environmental Manager



### Career Summary

Phillip "Todd" Ives is the CPT/Environmental Manager for Amdrill, Inc. located in Brooksville, Florida. Mr. Ives has more than 22 years of drilling experience and has been with Amdrill since 04/12/2016. He specializes in CPT Drilling, DPT Drilling and Monitoring Well installation on difficult access drilling projects. Todd has drilling experience throughout the State of Florida and the southeastern United States. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Florida Water Management District projects, mining project, and private sector projects.

### Professional Experience

- ▶ DPT – Mineral Development in Bartow, FL - 2023
- ▶ CPT – Cape Canaveral, FL – 2022-2023
- ▶ New Warehouse Location – 90 CPT Soundings in Punta Gorda, FL - 2022
- ▶ Mosaic Mine – DPT – Hollow Stem Auger Well Installation in Brewster, FL – 2022
- ▶ NASA – Indoor Well Installation - Marshall Space Flight Center in New Orleans, LA – 2022
- ▶ Mosaic Mine – CPT - Mineral Recovery in Bartow, FL – 2021
- ▶ Mosaic Mine – Piezometer Installation in Fort Meade, FL - 2021
- ▶ CPT - JEA Greenland – Jacksonville, FL - 2020-2021
- ▶ FDOT D5 - CPT – SR 35, Ocala, FL - 2020
- ▶ FDOT D5 - CPT – I-95, Pioneer Trail, New Smyrna Beach, FL – 2020
- ▶ FDOT D7 – CPT – 28th Street in St. Petersburg, FL - 2020
- ▶ NASA - DPT – Marshall Space Flight Center, New Orleans, LA - 2019-2020
- ▶ Mosaic Mine – CPT in Bowling Green, FL - 2019
- ▶ EPA - CPT - S. Indian Drive, Ft. Pierce, FL - 2017
- ▶ FDOT D7 - CPT - Selmon Expwy & Dale Mabry, Tampa, FL - 2017
- ▶ FDEP - DPT - Weeki Wachee Marina, Weeki Wachee, FL - 2017
- ▶ FDOT D5 - CPT - SR 530 & SR 429, Orlando, FL - 2016
- ▶ Florida Water Management District, Kissimmee River - 2010
- ▶ Florida Water Management District, Okeechobee - 2010
- ▶ FDOT D2 - I-75- Lake City, FL – 2009



## Keneall Jones

### Field Supervisor



#### Career Summary

Kendall Jones is a Field Supervisor at Amdrill, Inc. located in Orlando, Florida. Mr. Jones has more than 13 years of drilling experience and has been with Amdrill since 01/2010. He specializes in Conventional and Wireline Coring and soil sampling on difficult access drilling projects. He has drilling experience throughout the Southeast United States. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

#### Professional Experience

- ▶ FDOT D2 - SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL - 2022-2023
- ▶ USACE - SPT - Tampa Harbor DMMA D-3 in Tampa, FL - 2022
- ▶ FPL Bobwhite-Peachland in Port Charlotte, FL - 2022
- ▶ FDOT D5 - Edgewater ED6 in Kissimmee, FL - 2021-2022
- ▶ FDOT D5 - Poinciana Blvd in Kissimmee, FL - 2021-2022
- ▶ FDOT D5 - FTE Widening Project Park Rd to US 192 in Kissimmee, FL - 2020-2022
- ▶ Mosaic Mine - Fort Meade Mine Cut 7 in Wauchula, FL - 2021
- ▶ USACE - S-335W Spillway Geotechnical Drilling and Testing in Miami, FL - 2021
- ▶ Mosaic Mine - Duke Mosaic Tower in Wauchula, FL - 2021
- ▶ SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- ▶ Bartram Island DMMA Cell "C" Concept Development, Design and Permitting in Jacksonville, FL - 2021
- ▶ City of Kissimmee Shingle Creek Regional Trail in Kissimmee, FL - 2015-2021
- ▶ CSX - Loxahatchee River Bridge in Jupiter, FL - 2020
- ▶ Mosaic Mine - Fort Meade in Wauchula, FL - 2020
- ▶ Mosaic Mine - WC 1 Phase 1 in Bowling Green, FL - 2020
- ▶ Mosaic Mine - South Polk - Parker Branch Mosaic-Duke in Bowling Green, FL - 2019
- ▶ FDOT D7 - Selmon Expressway Extension in Tampa, FL - 2018-2019
- ▶ FDOT D7 - 40th Ave Bridge in St. Petersburg, FL - 2018
- ▶ FDOT D5 - SR 710/Beeline Hwy from Northlake Blvd & SR 708 Blue Heron Blvd in Orange County, FL - 2017-2018
- ▶ FDOT D4 - Jupiter Inlet Bascule Bridge-SR 5/US1 from CR A1A/Ocean Blvd Beach Rd in Palm Beach County, FL - 2017-2018
- ▶ FDOT D1 - Hudson Bayou and Bridge in Sarasota, FL - 2016
- ▶ FDOT D5 - SR 408 - 2015-2016
- ▶ FDOT D5 - Wekiva Parkway 3B - 2015-2016
- ▶ FDOT D5 - Wekiva Parkway 5A - 2015
- ▶ FDOT D5 - Wekiva Parkway 7A - 2014-2017
- ▶ FDOT D5 - I-4 Segment 3 - 2014-2017
- ▶ FDOT D5 - SR 600 - 2014-2016



## Christopher Ausburn

### Driller



#### Career Summary

Christopher Ausburn is a driller at Amdrill, Inc. located in Orlando, Florida. Mr. Ausburn has more than 9 years of drilling experience with Amdrill, Inc. He specializes in Conventional and Wireline Coring and Soil Sampling on difficult access drilling projects. He has drilling experience throughout the Southeast United States. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

#### Professional Experience

- ▶ FDOT D2 - SPT - SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL - 2022-2023
- ▶ SPT - Miami Beach Boardwalk in Miami, FL - 2022
- ▶ SPT - Broadstone Westshore Development in Tampa, FL - 2022
- ▶ FDOT D4 - SR 656/17th Street, East End of Bridge, Bridge #88077 in Vero Beach, FL - 2022
- ▶ FDOT D5 - Edgewater ED6 in Kissimmee, FL - 2021-2022
- ▶ FDOT D5 - Poinciana Blvd in Kissimmee, FL - 2020-2022
- ▶ FDOT D5 - FTE Widening Project Park Rd to US 192 in Kissimmee, FL - 2020-2022
- ▶ City of Kissimmee Shingle Creek Regional Trail in Kissimmee, FL - 2015-2021
- ▶ USACE - S-335W Spillway Geotechnical Drilling and Testing in Miami, FL - 2021
- ▶ SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- ▶ FDOT D7 - Maydell Dr. Bridge in Tampa, FL - 2021
- ▶ USACE - S-356 Pump Station on L-29 Canal in Miami, FL - 2020
- ▶ FDOT D2 - I-10 in Madison & Jefferson, FL - 2020
- ▶ SJRWMD Lake Jessup Flow Enhancement in Sanford, FL - 2020
- ▶ FDOT D5 - Nasa Causeway in Cape Canaveral, FL - 2019-2020
- ▶ Mosaic - South Polk Park Branch in Ft. Meade, FL - 2019
- ▶ SPT - Mote Marine Aquarium in Sarasota, FL - 2019
- ▶ FDOT D1 - I-4 @ 557 in Haines City, FL - 2018
- ▶ SPT - Florida Gas Transmission in Miami, FL - 2018
- ▶ FDOT D5 - Wekiva Parkway 3B - 2015-2016
- ▶ FDOT D5 - SR 408 - 2015-2016
- ▶ FDOT D5 - Wekiva Parkway 5A - 2015
- ▶ FDOT D5 - I-4 Segment 3 - 2014-2016
- ▶ FDOT D5 - SR 600 - 2014-2016
- ▶ FDOT D5 - Wekiva Parkway 7A - 2014-2016

## **Delbert "Dean" McKenzie**

### **Driller**



#### **Career Summary**

Delbert "Dean" McKenzie is a driller at Amdrill, Inc. located in Brooksville, Florida. Mr. McKenzie has more than 11 years of drilling experience and has been with Amdrill since 05/21/2012. He specializes in Conventional and Wireline Coring and Soil Sampling on difficult access drilling projects. He has drilling experience throughout the Southeast United States. Dean has extensive experience using a barge mount drill rig, amphibious drill rig, and vibracore sampling. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

#### **Professional Experience**

- ▶ FDOT D2 - SPT - SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL - 2022-2023
- ▶ SPT - Miami Beach Boardwalk in Miami, FL - 2022
- ▶ SPT - Broadstone Westshore Development in Tampa, FL - 2022
- ▶ FDOT D4 - SR 656/17th Street, East End of Bridge, Bridge #88077 in Vero Beach, FL - 2022
- ▶ FDOT D5 - Edgewater ED6 in Kissimmee, FL - 2021-2022
- ▶ FDOT D5 - Poinciana Blvd in Kissimmee, FL - 2020-2022
- ▶ FDOT D5 - FTE Widening Project Park Rd to US 192 in Kissimmee, FL - 2020-2022
- ▶ City of Kissimmee Shingle Creek Regional Trail in Kissimmee, FL - 2015-2021
- ▶ USACE - S-335W Spillway Geotechnical Drilling and Testing in Miami, FL - 2021
- ▶ SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- ▶ FDOT D7 - Maydell Dr. Bridge in Tampa, FL - 2021
- ▶ USACE - S-356 Pump Station on L-29 Canal in Miami, FL - 2020
- ▶ FDOT D2 - I-10 in Madison & Jefferson, FL - 2020
- ▶ SJRWMD Lake Jessup Flow Enhancement in Sanford, FL - 2020
- ▶ FDOT D5 - Nasa Causeway in Cape Canaveral, FL - 2019-2020
- ▶ Mosaic - South Polk Park Branch in Ft. Meade, FL - 2019
- ▶ SPT - Mote Marine Aquarium in Sarasota, FL - 2019
- ▶ FDOT D1 - I-4 @ 557 in Haines City, FL - 2018
- ▶ SPT - Florida Gas Transmission in Miami, FL - 2018
- ▶ FDOT D5 - Wekiva Parkway 3B - 2015-2016
- ▶ FDOT D5 - SR 408 - 2015-2016
- ▶ FDOT D5 - Wekiva Parkway 5A - 2015
- ▶ FDOT D5 - I-4 Segment 3 - 2014-2016
- ▶ FDOT D5 - SR 600 - 2014-2016
- ▶ FDOT D5 - Wekiva Parkway 7A - 2014-2016

**Michael Wightman, PG**

Geophysical Services and Subsurface Utility Engineering

**Firm Name**

GeoView / Ambient Technology

**Education**

MS, Hydrogeology and Geophysics, University of South Florida, 1989

BA, Geology, University of California, Santa Barbara, 1986

BA, Business Economics and Environmental Studies, University of California, Santa Barbara, 1980

**Professional Registrations**

Professional Geologist - FL, CA

**Career Summary**

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

Prior to co-founding GeoView, Mr. Wightman was the Senior Geophysicist and Operations Manager at SDII Global Corporation. While at SDII, his duties included the management of subsidence investigations which were related to insurance claims. For these investigations, he integrated the results of geophysical, geotechnical, and structural studies to determine if damage to residential structures was related to sinkhole activity. Prior to joining SDII, Mr. Wightman was employed with HSW Environmental Consultants, Inc., where he performed numerous contamination assessment investigations throughout Florida. His responsibilities included project management, geophysical investigations, design of groundwater monitoring systems, data evaluation, groundwater modeling, and report preparation. While working on his Master of Science in Hydrogeology at the University of South Florida, he was involved as a principal investigator on several coastal and island aquifer research projects. Results from his research have been presented at two international conferences, three Florida state-wide conferences, and have appeared in several publications. He is a Professional Geologist in Florida and California.

**Christopher Taylor, PG**

Geophysical Services and Subsurface Utility Engineering

**Firm Name**

GeoView / Ambient Technology

**Education**

BS, Earth and Environmental Sciences with specialization in Geophysics, Lehigh University, 1995

**Professional Registrations**

Professional Geologist  
- FL, PA

**Career Summary**

Mr. Taylor has more than 20 years of experience in managing geophysical investigations throughout the United States and Central America. His duties include project management, budgeting, designing and implementing geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data, and coordination and supervision fieldwork. Mr. Taylor is also responsible for research and development to ensure that GeoView is employing state of the art geophysical instrumentation and software. Mr. Taylor is proficient with subsurface and borehole geophysical technologies and applications that include seismic refraction/reflection, seismic down-hole/cross-hole, ground-penetrating radar, electromagnetics, magnetics, resistivity, and conventional utility location and has managed Level A through Level D subsurface utility investigations. He conducted thousands of geophysical investigations concerned with environmental, geotechnical, infrastructure, and construction related projects. Mr. Taylor plays a senior role in the management and performance of the geophysical investigations that are conducted as part of sinkhole-damage related insurance claims.

**Professional Experience****MASW Study, Fort Myers Airport, Fort Myers, Florida**

Seismic study to map karst zones of a proposed tunnel alignment under the runway and taxiways of the Fort Myers Airport.

**Ground Penetrating Radar, Seismic Refraction and Seismic Reflection, Bradenton, Florida**

Assessment of geological conditions and evaluation of for potential of karst activity at Tampa Bay Water's proposed reservoir site.

**MASW Study, Florida Power & Light Plant, Fort Lauderdale, Florida**

Investigation to determine the shear wave velocity profile to a depth of 100 feet as part of a geotechnical investigation at the Florida Power & Light Plant located in Fort Lauderdale, Florida. The investigation was part of the planned Combustion Turbine Project at the facility..

**Seismic Refraction and Multi-Electrode Resistivity, Atlantic LNG Plant, Point Fortin, Trinidad, Wisconsin**

Survey performed to determine the electrical resistivity values of shallow soil layers, depth to the top of the marine clay stratum, and depth of the weathering within the clay stratum..

**Stephen Scruggs, PG**

Geophysical Services and Subsurface Utility Engineering

**Firm Name**

GeoView / Ambient Technology

**Education**

MS, Geology, University of South Florida, 2000

BS, Geology, University of Florida, 1997

**Professional Registrations**

Professional Geologist - FL

**Career Summary**

As a senior level project manager for GeoView, Mr. Scruggs is responsible for performance and management of high-level, multi-method geophysical investigations. His primary duties include field project management, data analysis, report preparation, and personnel supervision and training. He is also the Office Manager for the GeoView office in Jacksonville, Florida. He has conducted geophysical investigations throughout the United States and the Caribbean region and has served as Project Manager for national and international geophysical investigations, sinkhole investigations, utility and underground storage tanks locating, geological boundaries mapping, buried debris delineation, structural investigations (e.g., bridge deck, rebar evaluations, cellular tower foundation surveys)..

**Professional Experience****Multiple Residential and Commercial Building Sites, Various Locations, Florida**

Ground penetrating radar (GPR) and ERI imaging investigations conducted as part of geotechnical site investigations to determine presence of karst (i.e., sinkhole) features for insurance subsidence claims and/or as part of predevelopment geotechnical site investigations; performed at hundreds of sites and for multiple clients. .

**Future Sysco Distribution Center, Alachua, Florida**

ERI survey across the footprint of a planned warehouse building conducted to determine presence of karst features and assist in planning scope and location for soils stabilization program; used two-dimensional and three-dimensional of resistivity data analysis.

**Nestle Waters Facility, Madison County, Florida**

GPR study using integrated, differentially corrected GPS to determine location of karst features at proposed location for a water bottling facility; marked apparent centers of the karst features identified for future testing

**Unexploded Ordnance (UXO) Study, Historic WWII Practice Bombing Range, Jacksonville, Florida**

Integrated TDEM and EM study to determine lateral extent and location of UXO locales across an area planned for planned residential development and to stake the UXO sites detected for future removal.

**Scott Purcell**

Geophysical Services and Subsurface Utility Engineering

**Firm Name**

GeoView/Ambient Technology

**Education**

MS, Hydrogeology and Geo physics, University of South Florida, 2007

BS, Zoology, University of South Florida, 1999

BA, Psychology, University of South Florida, 1988

**Career Summary**

Mr. Purcell has more than 12 years of experience in managing geophysical investigations throughout the southeast United States. His duties include project management, proposal preparation, designing and implementing geophysical investigations, data evaluation and quality control, numerical and analytical modeling of geophysical data, coordination and supervision of fieldwork, report preparation, and personnel training. Mr. Purcell is proficient in the use of ground penetrating radar, electrical resistivity, electromagnetic, seismic refraction/reflection/MASW, conventional utility location and GPS equipment, AutoCAD drawing preparation and Geophysical Data Analysis software.

**Professional Experience****Capacitively Coupled Resistivity (CCR), Pasco County, Florida**

OhmMapper survey to determine extent and volume of sandy fill materials and sand mine potential

**Seismic MASW Survey, Tallahassee Airport, Tallahassee, Florida**

Seismic MASW survey to identify the presence of karst features (sinkholes) and determine soil characteristics as part of an airport runway expansion project.

**Time Domain Electromagnetic EM-61 and Ground Penetrating Radar, Orlando, Florida**

Surveys to determine or verify the presence, location, and vertical arrangement of grave crypts at a private cemetery.

**Multi-Electrode Electrical Resistivity Imaging (ERI), Crystal River, Florida**

Survey to determine the depth of the salt-water interface as part of a Hydrogeologic study.

**Seismic Reflection and Refraction, Miami, Florida**

Surveys to determine soil stratigraphy and characterize soil properties at a nuclear power plant.

**Ground Penetrating Radar and Electronic Utility Locator Surveys, Jacksonville, Florida**

Surveys to designate and map the locations of POL (petroleum, oil, and lubricant) lines at a Petroleum Terminal in Jacksonville, FL.

**Ground Penetrating Radar Surveys, MacDill Air Force Base, Tampa, Florida**

Surveys to determine the presence and location of voids beneath the airport runways as part of a geotechnical site assessment. MacDill Air Force Base, Tampa, FL.



**Sean Malphurs**

Geophysical Services and Subsurface Utility Engineering

**Firm Name**

GeoView/Ambient Technology

**Education**

BS, Biology, University of South Florida, 2002

**Career Summary**

Mr. Malphurs has worked on a range of geophysical projects including karst characterization studies, utility designation, buried debris delineation, underground storage tank location, and resistivity studies. He is proficient in geophysical instrumentation and 3-D modeling software. He has a depth of experience in mapping and Geographic Information System (GIS) projects, imagery, raster image processing and analysis, and geo-database cataloguing, and is proficient in software applications that include ESRI, Surfer, ERDAS Imagine, Adobe Photoshop, and Skyline. He has developed data conversion methods for seamless integration between many software platforms and formats, produced maps, presentations, and visual aids and overseen quality control and product evaluation, and maintenance of hardware, software, and equipment.

**Professional Experience****Artillery Range Expansion and Observation Project, Fort Stewart, Georgia**

GIS-based development and planning based on terrain characterization, facility requirements, and safety requirements of US Army Reserve (USAR).

**Operation Iraqi Freedom (OIF) III, Fort Stewart, Georgia**

Produced GIS-based products and services in preparation for OIF III, leading to successful mobilization of the U.S. Army 3rd Infantry Division Mechanized.

**Operation Iraqi Freedom III, Iraq**

Produced over 2,000 GIS-based products in support of OIF III, U.S. Army, Department of Defense, Iraqi Army, Iraqi Security Forces.

**Client Name, Project Name, City, State, Cost, Dates**

Role and responsibilities. Include information on how the individual or WSP added value to the project regarding savings in cost/time/space and/or something special/innovative/successful.

**Camp Taji Fire and Emergency Response Project, Iraq**

Developed GIS-based products that actively reduced emergency response time inside Camp Taji

**Brett Arenas**

Drilling Department Head

**Firm Name**

Madrid Drilling Group

**Years of Experience**

Industry: 35

**Education**High School - GED  
2000 Sacramento, CAPearce Technical  
College - 2000  
Sacramento, CA**Training and  
Certifications**

OSHA 8 HAZWOPER

OSHA 40 HAZWOPER

OSHA 30 General  
Industry

OSHA 8 Supervisor

Well Drillers License

Class A License w/  
Tanker

Forklift Trainer

Smith System  
defensive driving**Career Summary**

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

**Professional Experience****FDOT Geotechnical Project: E7R26 I-75 S to EBWB I-4 Exit Ramp**

This project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 20' to over 150'

**TS Freshwater Blending Pipeline Crossing**

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

**CR557 Widening**

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

**Howard Frankland Bridge**

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

**Flagler County Rural Road Evaluation**

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

**Hallam Preserve Signalization**

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

**Marigold Mast Arms and Ponds**

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

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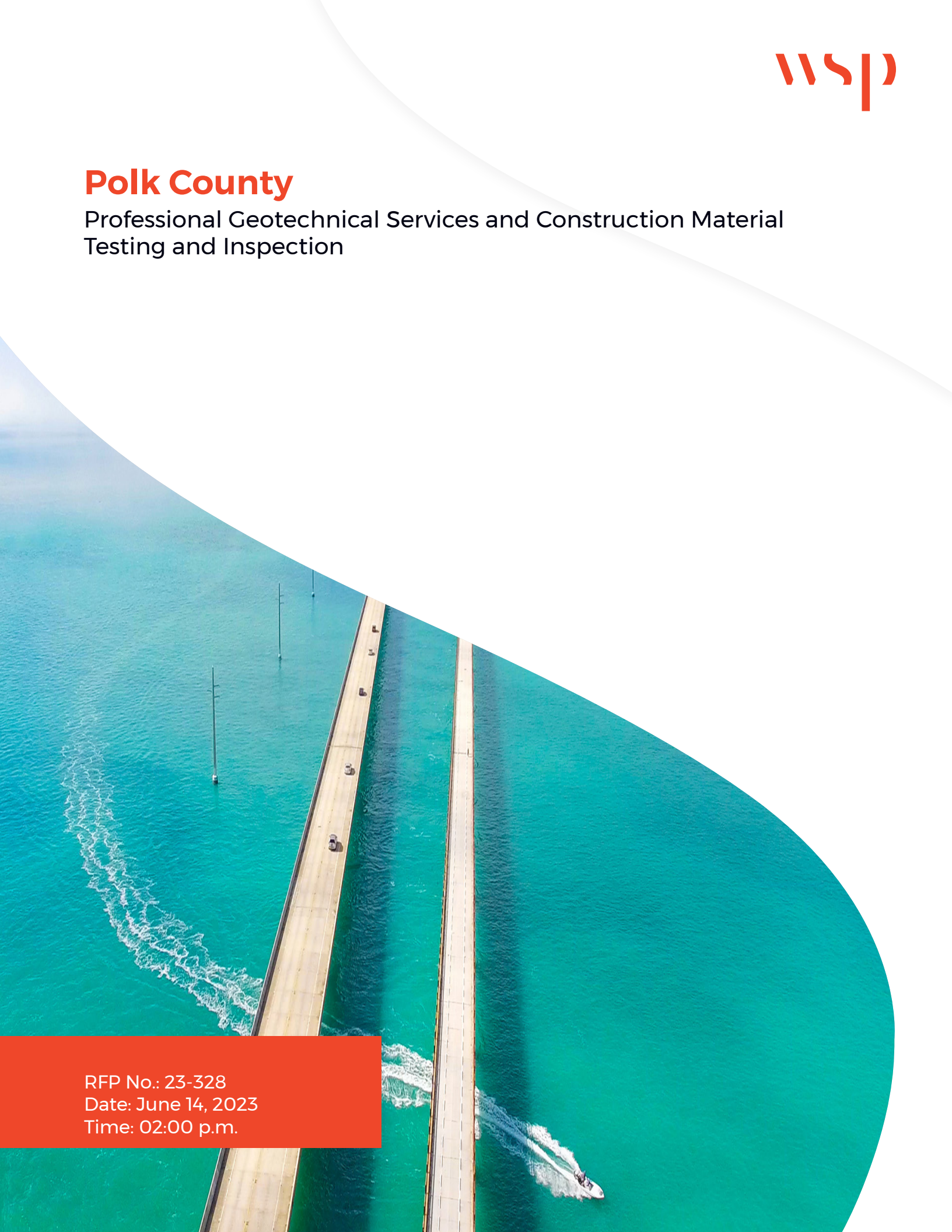


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Lakeland, FL 33813

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# Polk County

Professional Geotechnical Services and Construction Material  
Testing and Inspection

An aerial photograph of a long, straight bridge spanning a body of vibrant turquoise water. Several vehicles are visible on the bridge. In the lower right, a speedboat leaves a white wake. The image is partially obscured by a white curved shape at the top and a red curved shape at the bottom left.

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**Tab 4: Is the Firm a "Polk County Entity"?**

Is the Firm a "Polk County Entity"? .....3

Lakeland Office Lease Agreement ..... 5







## Tab 4

Is the Firm a “Polk County Entity”?

wsp



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



**WSP is one of the world's leading engineering, project management, and consultancy companies with a long, rich history in the Florida market. If selected for this important contract, our services will be managed and performed from our Lakeland, Florida office at 5015 South Florida Avenue with additional resources provided by our other Florida offices, as necessary. We have been a Polk County Entity for more than 30 years and have been in our current building since the 1990s.**

During the past 75 years, WSP has offered multidisciplinary solutions through civil engineering, surveying, architectural services, environmental services, geotechnical engineering, program management, materials testing and engineering, and water resource services to public and private clients. Our employees live and work in our local communities, making us especially dedicated to improving our surrounding environments. We say "world skills on your doorstep" because our customers recognize the value of our local presence.

Our project team is dedicated to serving local governments and municipalities and assisting with general engineering services such as studies, design, construction management, and other miscellaneous engineering and planning services for various public works projects. We have been doing so for more than seven decades. WSP's Florida operation is home to many talented and dedicated individuals serving the engineering and scientific communities today. We are renowned for our expertise and professionalism, our sustainable integration of engineering and science methodologies, and our innovative approaches to finding solutions which fit within the complexities of any project assignment. We have a strong reputation for balancing global excellence with local delivery.

WSP's Florida operation employs nearly 900 people in 23 offices located in every region of the state, including more than 200 people in the Central Florida area. The company can draw on its experienced local managers and geographical reach to support the needs of clients, regardless of project size and complexity. WSP's depth

of global resources allows us to provide our clients with innovative solutions engineered to fit perfectly with local project challenges.

For this opportunity, Mr. Ahmed Zein, PhD, PE will coordinate and manage this contract from our Lakeland office with support from our Tampa, Orlando, and various other office locations. While we have team members in multiple offices, our project managers and highly qualified professionals form seamless and flexible project teams that provide uninterrupted continuity to project tasks.

We have a proven working history with a high success rate of coordinating and executing high-value engineering and architectural projects throughout the state. The close proximity of our office WSP project team to rapidly respond to all project needs in a timely and cost efficient manner.

With approximately 45 employees, our Lakeland office has provided consulting services to public and private sector clients throughout Florida for more than 35 years. Some of the public clients that the Lakeland office currently performs engineering services for include all five Florida Water Management Districts, U.S. Army Corp of Engineers, Florida Department of Environmental Protection, Florida Department of Transportation, and multiple municipalities including Polk, Hillsborough, Osceola, Orange, Sarasota, Lake, Sumter, and Highlands Counties.

Our highly-qualified professionals will be able to act as an extension of Polk County staff when the need arises. We bring unique local knowledge and specialized Florida experience to our clients with aided service delivery driven by our expansive financial, project management, and IT systems. Utilizing these combined services allows us to draw on vast resources of personnel and experience to meet our clients' needs.

On the following pages please see our current lease agreement for our Polk County office.



# Lakeland Office Lease Agreement (redacted)

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the Effective Date (hereinafter defined), by and between Bank of Central Florida ("Landlord") and Wood Environment & Infrastructure Solutions, Inc. ("Tenant"). The Effective Date shall be the date upon which this Lease is last executed and/or initialed by Landlord and Tenant.

### 1. Basic Lease Provisions and Definitions

- (a) Building: 5015 S. Florida Avenue  
Lakeland, FL 33813-2561
- (b) Premises: 3<sup>rd</sup> Floor
- (c) Rentable Square Footage of Premises: 5,000
- (d) Initial Term of Lease: Five (5) years
- (e) Possession Date: 03/01/2021, subject to the provisions of Section 3 below
- (f) Rent Commencement Date: 04/01/2021, subject to the provisions of Section 3 below

(g) Rent	Year	Annual Rent	Monthly Rent	Rent Per Square Foot
1				
2				
3				
4				
5				

- (h) Renewal Options: Two (2) options of three (3) years each

### 2. Premises: Common Areas

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Sections 1(a), (c), and (d) above and depicted in the floor plan attached hereto as Exhibit 2(a) and incorporated herein by reference (the "Premises").

(b) Tenant, its employees, representatives, agents, customers, guests and invitees shall have the right to use all driveways, parking areas, sidewalks, lobbies, elevators, hallways, restrooms, and other common facilities and areas (collectively, "Common Areas") in or about the Building, jointly with other tenants and their respective employees, representatives, agents, customers, guests and invitees. Tenant and its employees, representatives, agents, customers, guests and invitees shall not use any of the Common Areas in a manner which obstructs or interferes with the reasonable use thereof by others. Landlord will maintain the Common Areas in a clean, safe and sanitary condition and provide all necessary janitorial service, snow removal, maintenance and repair, and utilities to all Common Areas.

3. **Term** The term of this Lease shall commence on the Rent Commencement Date and continue until the expiration of the period specified in Section 1(d) above (the "Initial Term") and, together with any renewals or extensions thereof, the "Term"; provided, however, that if the Rent Commencement Date is any day other than the first day of a calendar month, the Initial Term shall include the partial month in which the Rent Commencement Date occurs plus the period specified in Section 1(d) above, and the first lease year shall include such partial month plus the succeeding twelve (12) months. During the period between the Possession Date and the Rent Commencement Date, all of the terms and conditions of this Lease shall be in effect, other than Tenant's obligation to pay Rent. Notwithstanding anything to the contrary contained herein, the Possession Date shall be the later of: (a) the date specified in Section 1(e) above; and (b) the date on which Landlord delivers the Premises to Tenant with Landlord's Work (hereinafter defined) substantially complete and in a condition that allows Tenant to legally occupy the Premises. In the event the Possession Date, as so calculated, occurs after the date specified in

hangings. Upon the expiration or termination of this Lease, Landlord and Tenant shall mutually inspect the Premises and sign an Acceptance of Premises/Repair List document, in the form of Exhibit 2(b), that verifies the Premises is in the condition required by this Lease or, if not, that identifies the repairs in the Premises for which Tenant is responsible. If Landlord fails or refuses to inspect the Premises or sign the Surrender of Premises/Repair List document, Landlord shall be deemed to have accepted the Premises from Tenant in the condition required by the Lease.

(m) **Severability** If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the balance of the Lease shall continue in full force and effect.

(n) **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Photocopies and electronically scanned or faxed copies of original signature pages shall be deemed originals in all respects.

(o) **Entire Agreement** This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.

Wood Environment & Infrastructure Solutions, Inc.

By: Joe Malone

Its: Head of Real Estate - Wood Consulting

Date: 30 NOV 2020

Bank of Central Florida

By: [Signature]

Its: CHIEF FINANCIAL OFFICER

Date: 11/12/20

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STATE OF FLORIDA )  
COUNTY OF Polk )

Before me, a notary public in and for said County and State, personally appeared by [ ] physical presence  
[X] online notarization the above-named Wood Environment & Infrastructure Solutions, Inc., by  
Joe Malone, its Head of Real Estate

Sworn to before me and subscribed in my presence at Knoxville, Tennessee Florida this 30 day of  
November, 2020.

[Signature]  
Notary Public



STATE OF FLORIDA )  
COUNTY OF POLK )

Before me, a notary public in and for said County and State, personally appeared by [ ] physical presence  
[X] online notarization the above-named Bank of Central Florida, by Paul Wells, its  
CEO & Chairman

Sworn to before me and subscribed in my presence at Lakeland Florida this 15 day of  
December, 2020.

[Signature]  
Notary Public



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# Polk County

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## Tab 5

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

wsp

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



WSP regularly partners with various specialty subconsultants to supplement our team. In fact, the executives at WSP encourage the use of Woman and Minority Business (WBE/MBE) firms whenever possible as a means of establishing and maintaining healthy working relationships. Our strategy is to build the best possible team in an effort to fully satisfy the needs of our client.

For more than 30 years, WSP has worked with a number of woman or minority certified firms; some of which have been very conscientious of their work product and others that were not. This time has allowed us an opportunity to evaluate the performance of each firm. It has also provided us the chance to build a solid working relationship with a select number of highly qualified and very responsive firms. WSP routinely calls on our ally subconsultant firms to assist us in various design and engineering endeavors. It is interesting to note that most of the firms are utilized by WSP regardless of the selection criteria and/or contractual requirements. This speaks highly of the level of service we have come to expect from our partners. The bottom line is that Polk County will be relying on WSP to provide exceptional client service, and therefore, it is our responsibility to have subconsultants in place that we can fully rely upon to provide the same high quality work products in a timely fashion.

WSP is committed to providing the greatest participation possible for WBE/MBE firms to compete as suppliers for WSP's current and long-term requirements. To assist Florida's woman and minority businesses in doing business with counties, cities, the state of Florida, and the private sector, WSP makes its best effort, whenever possible, to utilize WBE/MBE firms like our subconsultant for this project, GeoView, Inc, a division of Ambient Technologies. The WBE/MBE certifications for this firm can be found on the following pages.

It is WSP's policy when price, quality, delivery, and other pertinent factors are evaluated as equal; the order should and is expected to be awarded to the WBE/MBE firms. In addition, WSP shall, whenever possible, assist in the training and development of WBE/MBE firms in both the private and public sectors.

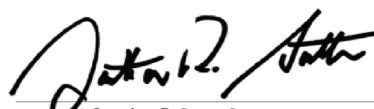


# State of Florida

## Minority Business Certification

Ambient Technologies, Inc

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

  
Jonathan R. Satter, Secretary  
Florida Department of Management Services



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





## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : MADRID ENGINEERING GROUP INC DBA MADRID CPWG

**Vendor Name:** MADRID ENGINEERING GROUP INC DBA MADRID CPWG

**DBE Certification:** CERTIFIED **MBE Certification:** **ACDBE Status:** N **Statewide Availability:** Y

**DBA:** **Former Name:**

**Business Description:** GEOTECHNICAL ENGINEERING, DRILLING, CEI AND MATERIALS TESTING SERVICES

**Mailing Address:** 3918 N HIGHLAND AVE  
TAMPA FL 33603

**Contact Name:** SHELIA TARTE

**Email:** [SHELIA.TARTE@MADRIDCPWG.COM](mailto:SHELIA.TARTE@MADRIDCPWG.COM)

**Phone:** (813) 382-3460 **Fax:**

**Web Site:**

**Certified NAICS**

541611 Administrative Management and General Management Consulting Services

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# Polk County

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## **Tab 6**

### Interactions with County and Regulatory Staff

# Interactions with County and Regulatory Agency Staff

The WSP team of engineers, architects, planners, and scientists has a broad and successful history of completed projects with Polk County including the Parks and Natural Resources Division, Utilities Division, Transportation Division, Facilities Management Division, and Housing and Neighborhood Development Division. We have continuously provided prompt and efficient service as well as technically superior design services to these various Polk County government clients. Our involvement in previous projects has also provided us with the familiarity and ability to effectively work with other County divisions, including the Planning Division, Codes Division, and County Attorney's Office.

We understand the level of detail that County project managers require in the bidding documents and throughout the duration of construction. Our experience with Polk County ensures our projects are completed in accordance with the expectations of staff and our fellow citizens. Our experience with a wide variety of projects brings an understanding of an assortment of issues from stormwater management system permitting to threatened and endangered species to construction and building, and water use permits, and consent orders. We have worked with agencies at the local, regional, state, and federal levels and fully understand the facets of the governing regulatory processes that can be expected for this contract.

We maintain an excellent rapport with the regulatory agencies having jurisdiction in Florida from the top level decision makers to the compliance and enforcement staff. Our clients generally require the services of an engineering firm that knows how to work with these agencies and understands how to negotiate through the seemingly endless maze of regulatory requirements and consultations. We have worked with most of the review agencies throughout the state including FDEP, Florida Department of Health, FDOT, SWFWMD, SFWMD, Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture and Consumer Affairs, various utility owners, local jurisdictional agencies, USACE, Environmental Protection Agency, and most of the 17 Polk County municipalities. The relationships we have built with the various agency decision makers have helped us resolve challenges and expedite permit approvals.

Several team members have worked directly for regulatory agencies and, as such, clearly understand the internal operations of the agencies. Not only does this experience provide our team with a unique perspective of the framework and policies that govern day-to-day operations, but is also the basis of strong, mutually respected, and cooperative relationships with key agency staff. Our team also has vast experience in submitting permit applications and weaving through the regulatory review process to obtain permits for both private and public clients. Our team of engineers and scientists thoroughly understand the rules and associated guidelines that govern civil and environmental activities in Florida. We also understand that these rules provide some degree of flexibility for both the permit applicant and the permit reviewer. Many factors from political influence and stakeholder concerns come into play and we understand that all of these influences must be considered in the overall process.

*Through our continuing work with Polk County staff on numerous projects, we have become very familiar with the Polk County "process." We have successfully completed projects through design, bidding, and construction and, as such, we understand the Procurement Office's procedures and requirements for bidding and contractor management.*

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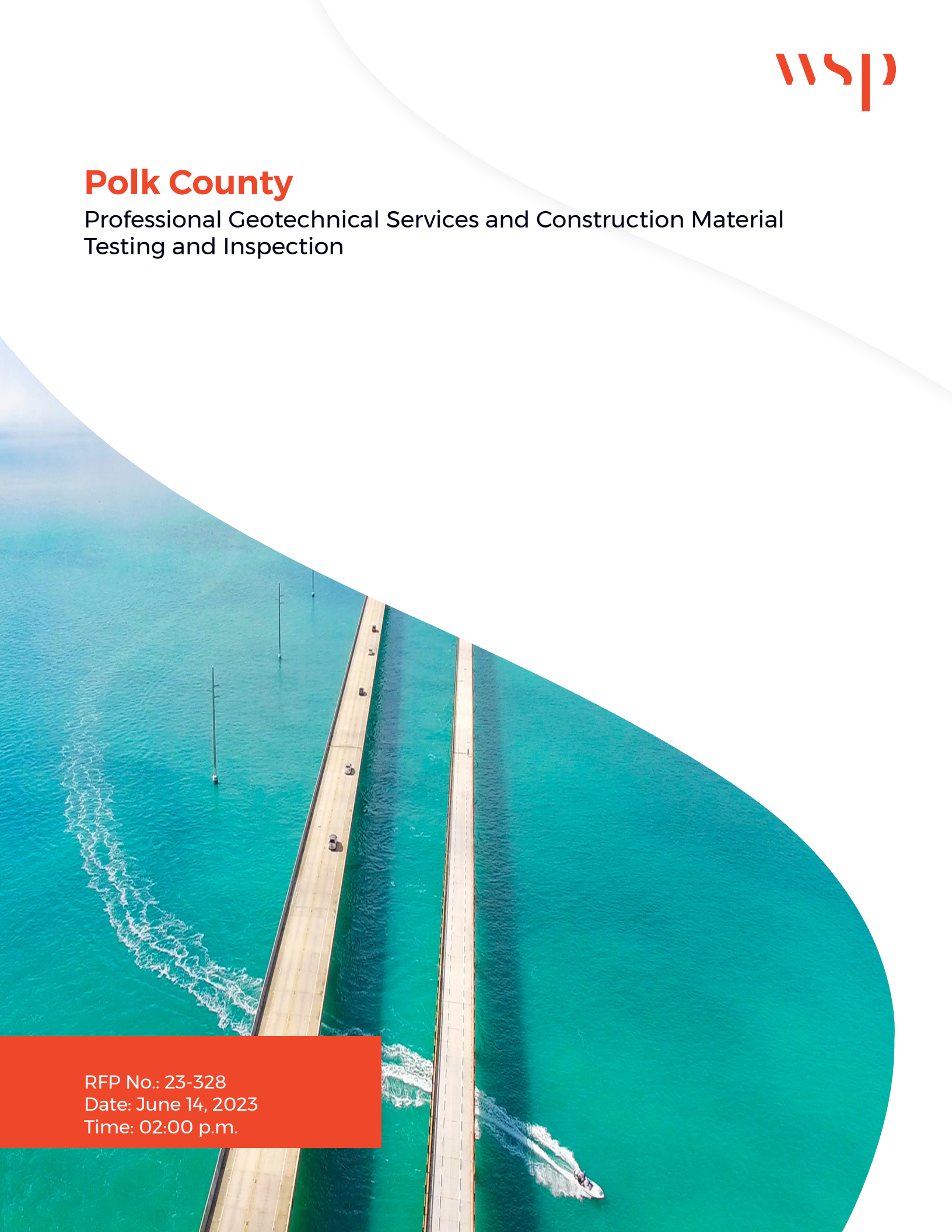
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# Polk County

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An aerial photograph of a long, straight bridge spanning a body of water with vibrant turquoise water. Several cars are visible on the bridge. A small boat is moving across the water, leaving a white wake. The image is partially obscured by a white curved shape in the top right corner and an orange rectangular box in the bottom left corner.

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Current and Future Workload.....3

Ability to Handle Scope of Services.....3

Personnel Availability .....4







## **Tab 7**

### Timely Completions of Projects

# Timely Completions of Projects

WSP understands that the overall quality project performance is directly related to availability of staffing, future project commitments, and office utilization. A key factor to providing a quality product relies on meeting construction schedules and providing services lines that are continuously available on short notice. WSP's depth and breadth of resources and our Florida coverage area offers Polk County stability and availability to handle any size project at any time.

All WSP team members will be committed to this project and are available for the life of this contract on an as-needed basis. The availability of our staff will allow for the initiation and completion of any task required in a minimum amount of time. WSP is completely committed to providing the resources required to fulfill all project needs and task assignments and to meet or exceed all anticipated project objectives. We are well-known and respected in our profession for performing multiple projects and task assignments within the constraints and limitations of schedules, budgets, and project boundaries.

## Current and Future Workload

**Mr. Ahmed Zein, PhD, PE** will be responsible for ensuring all staffing commitments are adhered to for every project throughout the duration of the contract. Mr. Zein will continuously coordinate with project managers and task leaders to ensure that all assignments receive the proper allocation of staff resources. Because we understand that communication is key, the entire project team will be kept informed through a project work plan of the technical, administrative, and procedural requirements.

Mr. Zein has the ability to staff each project within this contract by utilizing more than 50 supplemental geotechnical and construction support staff located in central Florida to support this contract in need be along with the resources of our subconsultant partners. WSP is committed to providing sufficient staff resources to handle even peak workload demands. Our team has the resources available to expedite the schedule at any time if needed and are equally committed to client satisfaction and to outstanding technical performance on each and every task assignment.

## Ability to Handle Scope of Services

WSP is a full-service design firm that provides most



services that have been identified by Polk County for this contract. We have supplemented our team with highly qualified, local subconsultants to provide additional support, as necessary. We have illustrated a portion of our diverse team in the organizational chart provided under Tab 3.

We utilize a project management dashboard that serves as a portal to our job cost accounting system. The dashboard allows project managers and discipline managers to view manpower estimates, staff utilization, project budgets, and other essential data to properly maximize project budget, and manpower requirements. This tool provides valuable real time information to our managers to assist them with staff scheduling to avoid delays.

We believe that it is critical that the project management philosophy be focused on the effective coordination and combination of the project elements and services required to successfully complete the project. A practical understanding of both the technical and non-technical aspects is essential to the efficient execution of this project. In summary, the key elements of our project management plan are:

- ▶ Effective client interface and communication
- ▶ Assignment of a senior project manager and experienced key personnel
- ▶ Preparation of a comprehensive technical approach based on a sound understanding of the project
- ▶ Development of a fair and complete budget to accomplish the work
- ▶ Use of proven, computerized systems for monitoring and control of project cost and schedule
- ▶ Commitment to the schedule and budget from all team members
- ▶ Frequent team interaction on project tasks, deliverables, and challenges
- ▶ Continuity of staff on project tasks and development of project teams

WSP employs several effective project management

tools to monitor our project budgets and schedules. We track work efforts and progress for each element of the work plan on a weekly basis and employ aspects of earned value management to monitor our performance.

WSP's Project Management Portal (PMP) provides management with daily time accounting and weekly detailed reports of expenditures and charges, which are used by management to track labor efficiency and to determine if the level of effort and results achieved are consistent with the budget and schedule. Critical project performance metrics are also provided to the office manager and contract manager for review via the Project Assessment Report (PAR). Problems with projects failing to meet established financial goals are identified early in the process so that corrective actions can be developed and applied in a timely fashion. Some of the other tools used by WSP's project managers to help track project progress include earned value tracking (EVT), staff loading calendars, and MS SharePoint software.

Project team meetings are held on a regular basis, providing an opportunity to share project information and identify potential problems and head them off before they become schedule stoppers. Project schedules and milestone dates are reviewed at each team meeting. We often use emails to send electronic drawings and data which helps reduce schedule snags since data is more easily available and ready for use. We set weekly goals for our project team based on our work plan and hold team members accountable for attaining those goals within the allotted hours. Project efficiency will be maximized by submitting regular project status reports, meeting as needed with County staff to facilitate communication during the course of a project, and limiting the number of team members working on a project. This allows us to meet the project schedule, but at the same time, minimize unnecessary confusion regarding responsibilities and methodologies.

Additionally, continuous senior level review is essential to meeting project goals and objectives within allocated schedules and budgets. Our specific goal is to identify and correct potential issues during the process to avoid costly and time consuming backtracking in subsequent elements of the work plan.

We have provided our projected workload chart to the right for the resources assigned to this contract to illustrate the firm's ability to handle each aspect of the scope of services described.

<b>Personnel</b>	<b>Availability</b>
<b>Ahmed Zein, PhD, PE</b>	80%
<b>Brian Hathaway, PE</b>	80%
<b>David Butcher, PE, LEED AP</b>	85%
<b>Michael Kelley, PE</b>	75%
<b>Kirby Lastinger, CSP, CHMM, CIT</b>	80%
<b>Mark Keown, PE</b>	80%
<b>Luis Ponce, PE, CGC</b>	75%
<b>Wenbin Zhao, PhD, PE</b>	80%
<b>Carlos Giffoni, PE</b>	80%
<b>Amr Ewais, PE</b>	75%
<b>Alim Razi, PE</b>	80%
<b>Jose Lizarraga, PhD, PE</b>	75%
<b>Christian Wireko, PhD, PE</b>	75%
<b>Dennis Crawford, PE</b>	85%
<b>Edward Marks, PG</b>	80%
<b>Derek Richcreek, PG</b>	70%
<b>Luis Melo, EI</b>	85%
<b>Eduardo Hernandez, PE</b>	80%
<b>Michael Lewkutz</b>	80%
<b>Pablo Marin Gallo</b>	80%
<b>Daniel Chotos</b>	85%
<b>Alexander Rojas, PE, CWI</b>	85%
<b>Winsor Pozo</b>	80%
<b>Jose Quiroz</b>	85%
<b>Marcia Chacon</b>	85%
<b>Elias Manzur</b>	90%
<b>David Manzur</b>	80%
<b>Valwin Knight</b>	75%
<b>Victor Hosey</b>	75%
<b>Billy Davis</b>	80%
<b>Adil Khan, PE</b>	80%
<b>Halim Bas</b>	80%
<b>Michael Philipps, CWI, NDT Level II, NICET Level 1</b>	80%
<b>Rex Harrison, CWI, NDT Level II, NICET Level 2</b>	80%
<b>Leonard Patterson, CWI, NDT Level II</b>	80%
<b>Tirrell Day, PE</b>	80%
<b>Shrey Lunagaria</b>	85%

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# Polk County

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## **Tab 8**

### Surveys of Past Performance

wsp

## Survey Questionnaire – Polk County

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

To: Albert Rosenstein, PE, CPM (Name of Person completing survey)

Manatee County Public Works (Name of Client Company/Contractor)

Phone Number: 941-708-7450 (ext 7219) Email: albert.rosenstein@mymanatee.org

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Design and CMT / Inspection Services for Lake Manatee Dam Repairs Project

Name of Vendor being surveyed: WSP E&I Inc.

Cost of Services: Original Cost: \$4,500,000 Ending Cost: \$4,500,000

Contract Start Date: 2015 Contract End Date: Ongoing

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process <u>N/A</u>	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	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 ALBERT ROSENSTEIN

Signature of Evaluator: Albert Rosenstein 6-8-23

Please fax or email the completed survey to: ahmed.zein@wsp.com

## Survey Questionnaire – Polk County

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

To: Molly Klinepeter (Name of Person completing survey)

City of Lakeland Water Utilities (Name of Client Company/Contractor)

Phone Number: 863.834.6581 Email: Molly.Klinepeter@lakelandgov.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services - Se7en Wetlands Treatment System Embankment Dams - Annual Inspection (2022)

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

Cost of Services: Original Cost: \$13,179 Ending Cost: \$9,290

Contract Start Date: 06-01-2022 Contract End Date: 12-31-2022

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

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

Printed Name of Evaluator Molly Klinepeter

Signature of Evaluator: 

Please fax or email the completed survey to: ahmed.zein@wsp.com



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

To: Matthew Gisondi, PE (Name of Person completing survey)

South Florida Water Management District (SFWMD) (Name of Client Company/Contractor)

Phone Number: (786) 255-2527 Email: ccastil@sfwmd.gov

Subject: Past Performance Survey of Similar work:

Project name: Lainhart and Masten Dams Repairs (Design / EDC / Structural Evaluation)

Name of Vendor being surveyed: WSP USA Environment & Infrastructure, Inc.

Cost of Services: Original Cost: \$ 2,200,000 Ending Cost: \$ 2,200,000

Contract Start Date: 2014

Contract End Date: 2021

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

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

Printed Name of Evaluator: Octavio Castillo, PE

Signature of Evaluator:  6/7/23

Please fax or email the completed survey to: brian.hathaway@wsp.com



### Survey Questionnaire – Polk County

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

To: Michael O'Reilly (Name of Person completing survey)

WSP USA Environment & Infrastructure Inc. (Name of Client Company/Contractor)

Phone Number: 863.781.6348 Email: michael.oreilly@mosaicco.com

Subject: Past Performance Survey of Similar work:

Project name: SFM-11 CSA Construction Quality Assurance Services Utility Corridor and Below Grade Base Out

Name of Vendor being surveyed: Mosaic Fertilizer, LLC

Cost of Services: Original Cost: \$1.3 million Ending Cost: \$2,009,745 (current)

Contract Start Date: June 2021 Contract End Date: On-going

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

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

Printed Name of Evaluator Michael O'REILLY

Signature of Evaluator: *Michael O'Reilly*

Please fax or email the completed survey to: michael.kelley@wsp.com

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

To: Frederick R. Holmes, P.E. (Name of Person completing survey)

Hazen and Sawyer (Name of Client Company/Contractor)

Phone Number: 407.367.2626 Email: fholmes@hazenandsawyer.com

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services - Grove Land Reservoir and Stormwater Treatment Area, Okeechobee and Indian River Counties, FL

Name of Vendor being surveyed: WSP E&I, Inc.

Cost of Services: Original Cost: \$2,000,000 Ending Cost: \$2,000,000

Contract Start Date: 2015 Contract End Date: Ongoing

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	8
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	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 Frederick R. Holmes

Signature of Evaluator: 

Please fax or email the completed survey to: ahmed.zein@wsp.com

## Survey Questionnaire – Polk County

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

To: Jay Jarvis, PE (Name of Person completing survey)

Polk County Roads and Drainage Division (Name of Client Company/Contractor)

Phone Number: (863) 535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services - US 27 at Four Corners Blvd Intersection Improvements

Name of Vendor being surveyed: WSP USA E&I (formerly Wood PLC)

Cost of Services: Original Cost: \$13,805 Ending Cost: \$13,191

Contract Start Date: 09-18-2020 Contract End Date: 12-31-2020

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

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

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator: 

Please fax or email the completed survey to: ahmed.zein@wsp.com

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

To: Patrick West, RLA, Project Manager (Name of Person completing survey)

John Gallup & Associates, LLC (Name of Client Company/Contractor)

Phone Number: 412.925.0074 Email: Patrick\_west@johngallup.com

Subject: Past Performance Survey of Similar work:

Project name: Bay Pines National Cemetery Expansion – VA Project Number 830CM3019

Name of Vendor being surveyed: WSP USA E&I (formerly Wood PLC)

Cost of Services: Original Cost: \$148,593.50 Ending Cost: \$157,593.50 adjusted to account for additional geotechnical scope

Contract Start Date: 08-01-2022 Contract End Date: Ongoing

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	N/A
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 Patrick A. West, RLA

Signature of Evaluator: *Patrick A. West*

Please fax or email the completed survey to: ahmed.zein@wsp.com

### Survey Questionnaire - Polk County

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

To: **Scott Teschky, City of Fort Lauderdale**

Phone Number: **954-828-6195**

Email: **steschky@fortlauderdale.gov**

Subject: Past Performance Survey of Similar work:

Project name: **Construction Engineering Services Continuous Service Agreement**

Name of Vendor being surveyed: **WSP USA Environment & Infrastructure, Inc.**

Cost of Services:

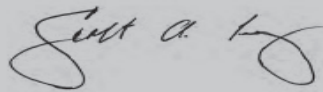
Original Cost: Task Work Order Based      Ending Cost: \$ 890,161.25

Contract Start Date: February 02, 2017      Contract End Date: May 31, 2021

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	8
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)	8
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)	8
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: **Scott A. Teschky, CCM, LEED AP BD+C**



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

Please fax or email the completed survey to: **brian.hathaway@wsp.com**





## **Tab 9**

### Forms and Other Required Information

wsp

# Affidavit Certification Immigration Laws

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: WSP USA Environment & Infrastructure Inc.

Signature: Mark D. Doblin

Title: Vice President - Florida District Manager

Date: 06/13/23

State of: Florida

County of: Polk

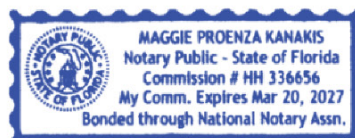
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 13 day of June, 2023, by Mark Doblin (name) as VP - Florida District Manager (title of officer) of WSP USA Environment & Infrastructure Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced personally known to me as identification.

Notary Public Signature: Maggie Proenza-Kanakis

Printed Name of Notary Public: Maggie Proenza-Kanakis

Notary Commission Number and Expiration: HH 336656

(AFFIX NOTARY SEAL)



**W-9**

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

## Request for Taxpayer Identification Number and Certification

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

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

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. <b>WSP USA Environment &amp; Infrastructure Inc.</b>	
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 <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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) <u>5</u> 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. <b>1075 Big Shanty Rd NW, Suite 100</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Kennesaw, GA 30144</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
[ ] [ ] [ ]	-	[ ] [ ] [ ]	-	[ ] [ ] [ ] [ ] [ ] [ ]					
<b>or</b>									
<b>Employer identification number</b>									
9	1	-	1	6	4	1	7	7	2

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

# Addendum 1

May 10, 2023

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

### **ADDENDUM #1**

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

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

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

Michael Guerrero

Sr. Procurement Analyst

Procurement Division

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

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

*Mark Diblin*

Printed Name: Mark Diblin

Title: VP - Florida District Manager

Company: WSP USA Environment & Infrastructure Inc.



# Addendum 2

May 18, 2023

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

### ADDENDUM #2

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

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

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

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

Michael Guerrero

Sr. Procurement Analyst  
Procurement Division

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

Signature: 

Printed Name: Mark Diblin

Title: VP - Florida District Manager

Company: WSP USA Environment & Infrastructure Inc.



# Addendum 3

June 1, 2023

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

## **ADDENDUM #3**

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

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

Contained within this addendum: Question asked and answered.

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

Michael Guerrero

Sr. Procurement Analyst

Procurement Division

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

Signature: Mark D. Doblin

Printed Name: Mark Doblin

Title: VP - Florida District Manager

Company: WSP USA Environment & Infrastructure Inc.

**As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability.** With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.



5015 South Florida Avenue  
Suite 301  
Lakeland, FL 33813

**wsp.com**

Polk County  
 Geotechnical Services and Construction Material Testing and Inspection  
 RFP No. 23-328  
**WSP LABOR RATE SCHEDULE**



Job Classification	Proposed 2024 Labor Rates*
Principal	\$285.00
Senior Associate	\$265.00
Associate	\$225.00
Senior II	\$185.00
Senior I	\$165.00
Engineer III	\$140.00
Engineer II	\$120.00
Engineer I	\$105.00
Senior CAD Designer	\$112.00
CAD Designer	\$95.00
Administrator	\$70.00
Project Coordinator	\$105.00
Technician 6	\$125.00
Technician 5	\$110.00
Technician 4	\$95.00
Technician 3	\$85.00
Technician 2	\$75.00
Technician 1	\$65.00

Note: \*Labor Rates will escalate three percent annually.



ITEM	UNIT OF MEASURE	FY 2024 RATES
100-Aggregate Acid Insol Retained 200 Sieve FM 5-510	Test	\$ 95.00
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 315.50
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 52.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 114.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 81.00
105-Aggregate Soundness AASHTO T104	Test	\$ 361.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 94.50
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 45.00
108-Aggregate Unit Mass & Voids AASHTO T-19	Test	\$ 63.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 79.00
201-Asphalt Content FM 5-563	Test	\$ 158.00
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	Test	\$ 250.00
204-Asphalt Gradation FM 1-T030	Test	\$ 100.00
205-Asphalt Gyration Compaction 3 Specimens AASHTO T312	Test	\$ 110.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 390.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 375.00
208-Asphalt Max Specific Gravity FM 1-T209	Test	\$ 220.00
209-Asphalt Pavement Coring – 4in dia with Base Depth Check	Each	\$ 230.00
210-Asphalt Pvmnt. Coring – 4in dia without Base Depth Check	Each	\$ 185.00
211-Asphalt Pavement Coring – 6in dia with Base Depth Check	Each	\$ 240.00
212-Asphalt Pvmnt Coring – 6in dia without Base Depth Check	Each	\$ 205.00
213-Asphalt Structural Panel (See Long Description)	Test	\$ 540.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 55.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 31.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 37.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 52.00
304-Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 140.00
305-Concrete Pavement Coring - 4in Dia	Each	\$ 186.00
306-Concrete Pavement Coring - 6in Dia	Each	\$ 227.00
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 12.00
402-Geo Auger Borings - Track	LF	\$ 15.50
405-Geo Barge	Day	TBN
408-Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 400.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 600.00
418-Geo Drill Crew Support Vehicle	Day	\$ 240.00
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 85.00
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 92.00
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 102.00
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 114.00
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	Each	\$ 127.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 72.50
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 80.00

Polk County  
Geotechnical Services and Construction Material Testing and Inspection  
RFP No. 23-328  
UNIT RATE FEE SCHEDULE



ITEM	UNIT OF MEASURE	FY 2024 RATES
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 90.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 102.50
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 115.00
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 400.00
433-Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Hour	TBN
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 9.50
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 11.00
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.50
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.00
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	LF	\$ 24.50
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 6.50
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 11.50
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.50
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$ 17.00
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 38.00
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$ 24.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	\$ 21.00
449-Geo Noise Monitoring	Hour	TBN
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 46.50
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	LF	\$ 67.00
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	LF	\$ 61.00
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	LF	\$ 77.00
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	LF	\$ 73.00
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	LF	\$ 98.00
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	LF	\$ 85.00
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	LF	\$ 112.50
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	LF	\$ 100.50
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	LF	\$ 130.50
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	LF	\$ 110.00
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$ 60.00
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$ 45.50
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$ 64.00
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$ 55.00
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$ 75.00
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$ 62.00
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$ 88.00
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	\$ 72.00
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$ 106.00
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	\$ 82.00
472-Geo Saximeter Testing	Hour	\$ 165.00
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 23.00
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 29.00
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 47.50
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 65.00
477-Geo SPT Barge/Track/Amphib 200-250 Ft	LF	\$ 73.50
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 16.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 19.00





ITEM	UNIT OF MEASURE	FY 2024 RATES
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 30.00
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 40.50
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$ 45.50
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.00
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.00
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 21.00
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 26.00
487-Geo Temp Casing 3in Barge/Track/Amphib 200-250 Ft	LF	\$ 32.00
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.50
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 13.50
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 17.00
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 20.50
492-Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$ 22.00
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	LF	\$ 18.00
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	LF	\$ 20.00
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.00
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	LF	\$ 25.00
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	LF	\$ 30.00
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$ 121.00
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$ 15.00
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$ 17.00
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$ 19.00
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$ 23.00
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	LF	\$ 39.00
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	LF	\$ 46.00
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	LF	\$ 21.00
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	LF	\$ 25.00
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	LF	\$ 32.00
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$ 17.00
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$ 19.00
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$ 21.00
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$ 25.00
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	\$ 29.00
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 630.00
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 225.00
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 249.00
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 300.00
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 355.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 195.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 205.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 225.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 255.00
523-Geo Vibration and Noise Monitoring (10 hr day max)	Day	TBN
524-Goe Vibration Monitoring (10 hr day max)	Day	TBN
525-Geo Well Development	Hour	\$ 185.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 240.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 300.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 275.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 355.00



ITEM	UNIT OF MEASURE	FY 2024 RATES
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.00
540-Geo Wash Boring, 50-100 Ft	LF	\$ 14.00
541-Geo Wash Boring, 100-150 Ft	LF	\$ 19.00
542-Geo Wash Boring, 150-200 Ft	LF	\$ 22.00
543-Geo Wash Boring, 200-250 Ft	LF	\$ 24.00
600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	Each	TBN
602-Mobilization - Vibration Monitoring Equipment	Each	\$ 280.00
603-Mobilization Asphalt Coring Equipment	Each	\$ 400.00
606-Mobilization Concrete Coring	Each	\$ 400.00
607-Mobilization Cone Penetrometer Test Rig	Each	\$ 950.00
608-Mobilization Drill Rig Amphibious	Each	TBN
609-Mobilization Drill Rig Barge Mount	Each	TBN
610-Mobilization Drill Rig Track Mount	Each	\$ 3,000.00
611-Mobilization Drill Rig Trailer Mount	Each	\$ 660.00
612-Mobilization Drill Rig Truck Mount	Each	\$ 600.00
614-Mobilization Mudbug/All Terrain Vehicle	Each	TBN
618-Mobilization Support Boat	Each	TBN
619-Mobilization Tri-Pod	Each	\$ 1,500.00
621-Mob Barge Large w/ Crane (permit required)	Each	TBN
622-Mob Barge Small w/ Crane (permit not required)	Each	TBN
700-MOT Arrow Board	Each	TBN
701-MOT Attenuator Truck	Hour	TBN
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	TBN
703-MOT Light Tower	Each	TBN
704-MOT Portable Changeable Message Sign (PCMS)	Each	TBN
705-MOT Portable Lighting	Each	TBN
706-MOT Portable Sign	Each	TBN
707-MOT Post Mounted Sign	Each	TBN
708-MOT Provide Channelizing Devices - Cone	Each	TBN
709-MOT Radar Speed Display Unit (RDSU)	Each	TBN
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	TBN
711-MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	Hour	TBN
712-MOT Support Vehicle	Hour	TBN
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 100.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$ 630.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$ 189.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 189.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 230.00
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 355.00
807-Soils Field Vane Shear Test ASTM D2573	Test	\$ 325.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	\$ 495.00
809-Soils Hydrometer Only AASHTO T88	Test	\$ 140.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 387.00
811-Soils Liquid Limit AASHTO T89	Test	\$ 62.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 52.00
813-Soils Maximum Density ASTM D4254	Test	\$ 380.00
814-Soils Miniature Vane Shear Test ASTM D4648	Test	\$ 24.00



ITEM	UNIT OF MEASURE	FY 2024 RATES
815-Soils Minimum Density ASTM D4253	Test	\$ 380.00
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$ 20.00
818-Soils Moisture Content Microwave AASHTO D4643	Test	\$ 20.00
819-Soils Organic Content Ignition FM 1 T-267	Test	\$ 48.00
820-Soils Organic Content Wet Combustion AASHTO T194	Test	\$ 65.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 190.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 74.00
823-Soils Permeability Constant Head AASHTO T215	Test	\$ 350.00
824-Soils Permeability Falling Head FM 5-513	Test	\$ 340.00
825-Soils pH Soil or Water FM 5-550	Test	\$ 47.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 62.00
827-Soils Proctor Modified FM 1-T180	Test	\$ 135.00
828-Soils Proctor Standard AASHTO T99	Test	\$ 135.00
829-Soils Resistivity Soil or Water FM 5-551	Test	\$ 58.00
830-Soils Shrinkage Factor AASHTO T92	Test	\$ 103.00
831-Soils Specific Gravity AASHTO T100	Test	\$ 83.00
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$ 150.00
833-Soils Sulfate Soil or Water FM 5-553	Test	\$ 67.00
834-Soils Swell Potential ASTM D4546	Test	\$ 225.00
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$ 541.00
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$ 515.00
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$ 375.00
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$ 155.00
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$ 181.00

**Fran McAskill**  
*Director*  
**Procurement Division**



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## EXHIBIT C

### Board of County Commissioners

#### REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying .....	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk .....	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Computer Services Non-reimbursable
5. Travel Expenses In accordance with Chapter 112.061, F.S.;  
and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS Actual Costs
7. Pre-approved Equipment  
(includes purchase and rental of equipment used in project) Actual Costs