

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 WSB LLC (the “Consultant”) a limited liability company, located at 701 Xenia Avenue S, Suite 300, Minneapolis, MN 55416, and whose Federal Employer Identification Number is: 41-1820018.

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

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

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

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

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

1.0 Term

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

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

2.0 Services to Be Performed by Consultant

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

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

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

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

3.0 **Compensation**

3.1 **General**

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

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

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

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

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

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

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

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

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

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

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

be furnished by Consultant to County Auditor's satisfaction.

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

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

3.2 Reimbursable

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

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

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

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

4.0 Insurance

4.1 General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

5.0 **Standard of Care**

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

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

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

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

6.0 **Indemnification**

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

6.2 Indemnification.

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

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

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

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

7.0 **Independent Contractor**

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

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

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

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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

10.0 Compliance with Laws

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

11.0 **Subcontracting**

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

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

12.0 **Federal and State Taxes**

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

13.0 **Public Entity Crimes**

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

14.0 **County's Responsibilities**

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

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

16.0 **Uncontrollable Forces (Force Majeure)**

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

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

17.0 Governing Law and Venue

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

18.0 Non-Discrimination

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

19.0 Waiver

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

20.0 Severability

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

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

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

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

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

21.0 **Entirety of Agreement**

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

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

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

22.0 **Modification**

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

23.0 **Successors and Assigns**

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

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

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

amendment.

24.0 Contingent Fees

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

25.0 Truth-In-Negotiation Certificate

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

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

26.0 Ownership of Documents

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

27.0 Access and Audits

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

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

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

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

28.0 **Notice**

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

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

As to Consultant: WSB LLC
701 Xenia Avenue S
Suite 300
Minneapolis, MN 55416

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: WSB LLC
701 Xenia Avenue S
Suite 300
Minneapolis, MN 55416

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: Udin Ogeer-Dwarica

Name: Chris Hiehle

Name: Chris Nolen

Name: Andrew Bailey

Name: Monica Costa

Name: Siva Bathula

32.0 **Annual Appropriations**

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

obligation to pay under this agreement is contingent upon annual appropriation.

33.0 Liquidated Damages

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

34.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR

NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained

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

38. Unauthorized Alien(s)

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

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

Date Signed by County: _____

Review as to form and legal sufficiency

Noted under 8/11/25
County Attorney's Office Date

ATTEST:

By: [Signature]
Corporate Secretary
Youslanda D. Ervin
[Print Name]

DATE: 8/5/2025

SEAL

WSB LLC
a limited liability company

By: [Signature]
Cory Nichols
[Print Name]

VP
[Title]

DATE: 8/5/2025



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Duval
The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization
this 8/5/2025 (Date) by Cony Nicolas (Name of officer or agent) as
VP (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 8/5/2025 (Date)
Emilee Prater (Official Notary Signature and Notary Seal)
Emilee Prater (Name of Notary typed, printed or stamped)
Commission Number HH 592040 Commission Expiration Date 9/13/2028

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-308, Road & Drainage CEI Professional Services

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

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

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

Company Name: WSB, LLC.

Signature: [Signature]

Title: VP

Date: 8/5/2025

State of: Florida

County of: Duval

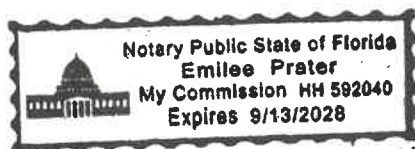
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of August, 2025, by Cory Nichlos (name) as VP (title of officer) of WSB LLC (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Emilee Prater

Notary Commission Number and Expiration: HH 592040

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

WSB LLC

NONGOVERNMENTAL ENTITY

Cy Nicholas

SIGNATURE

Cory Nicholas

PRINT NAME

VP

TITLE

8/5/2025

DATE



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

Detail by Entity Name

Foreign Limited Liability Company

WSB LLC

Filing Information

Document Number	M23000012528
FEI/EIN Number	41-1820018
Date Filed	09/29/2023
State	MN
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/27/2023
Event Effective Date	NONE

Principal Address

701 Xenia Avenue S
Suite 300
Minneapolis, MN 55416

Changed: 01/24/2025

Mailing Address

701 Xenia Avenue S
Suite 300
Minneapolis, MN 55416

Changed: 01/24/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title Member

WSB Engineering Holdings Inc.
701 Xenia Avenue S
Suite 300

Minneapolis, MN 55416

Title Authorized Representative

Slipka, Robert
1114 NORTHWOOD DRIVE
Delano, MN 55328

Annual Reports

Report Year	Filed Date
2024	02/12/2024
2025	01/24/2025
2025	04/09/2025

Document Images

04/09/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2025 -- ANNUAL REPORT	View image in PDF format
08/16/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/12/2024 -- ANNUAL REPORT	View image in PDF format
11/27/2023 -- LC Amendment	View image in PDF format
11/06/2023 -- LC Article of Correction	View image in PDF format
09/29/2023 -- Foreign Limited	View image in PDF format

RFP NOTICE

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

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

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

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

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

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

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

RFP REGISTRATION

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

RFP Number: 25-308

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

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

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

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

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

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

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

Electronic Proposals Submittal:

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

"RFP 25-308 Tab 1"

"RFP 25-308 Tab 2"

"RFP 25-308 Tab 3"

"RFP 25-308 Tab 4"

"RFP 25-308 Tab 5"

"RFP 25-308 Tab 6"

"RFP 25-308 Tab 7"

"RFP 25-308 Tab 8"

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION

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

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

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

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

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

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

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

AGREEMENT

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

EVALUATION CRITERIA

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

Tab 1 Executive Summary

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

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

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tab 8 Surveys of Past Performance (10 Points)

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

BID OPENING

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

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

Elevation Level 2 (Scoring)

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

Subtotal Points - 20 points

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

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

Subtotal Points-80 points

by the following process:

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

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

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

- UNACCEPTABLE (0.0):

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

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

Elevation Level 3 (Proposer Interviews)

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

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

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

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

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

Elevation Level 4 (Contract Negotiations)

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

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

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

CONTRACTUAL MATTERS

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

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

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

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

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

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

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

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

LIMITATIONS

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

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

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

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

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

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

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

Preparing the Surveys

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

Survey Questionnaire – Polk County

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

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

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

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

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

March 20, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

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

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: questions and answers

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

Ken Brush

Procurement Contracts Manager

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

April 1, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

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

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

Contained within this addendum: Tab 3 Experience, Expertise, Personnel and Technical Resources has been revised and replaced.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

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

Clarification

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

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

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

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



RFQ 25-308

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

POLK COUNTY | DUE: APRIL 9TH, 2025 | 2:00 PM

ORIGINAL



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Tab 1

Executive Summary

April 9th, 2025

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

REQUEST FOR PROPOSAL

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

WSB LLC is delighted to submit our qualifications in response to the REQUEST FOR PROPOSAL 25-308 Roads & Drainage Professional Engineering Services for Construction Engineering and Inspection. WSB is a local FDOT prequalified professional engineering service provider in the required Major Work Groups 10.1 (Roadway Construction Engineering Inspection), 10.3 (Construction Material Inspection), and 10.4 (Minor Bridge and Miscellaneous Structures Construction Engineering Inspection). The WSB Team is excited to develop a true "partnering project culture" conducive to fostering a cooperative relationship amongst Polk County, the selected Contractor, and our CEI team.

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

Our assembled team consists of highly qualified personnel with extensive roadway experience as well as recent experience working together. Our firm and proposed personnel have completed and are currently working on projects with many local municipalities such as Polk County, the City of Lakeland, and FDOT Districts 5 and 7.

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

WSB is committed to performing in a timely fashion and has an extensive background in meeting deadlines. We have successfully managed and continue to manage numerous contracts with similar services for Counties, Cities, municipalities as well as every FDOT District and Florida's Turnpike, over the past decade, which means we have a thorough understanding of how these contracts work. This contract is a Task based contract that our proposed Project Manager/Administrator Chris Hiehle, P.E., understands.

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

Chris Hiehle, PE | Project Manager | Central Florida Office

2280 US HIGHWAY 92 E | PLANT CITY, FL 33563 | EMAIL: CHIEHLE@WSBENG.COM | PHONE: 813.760.1289

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

Sincerely,



Roderick Myrick, P.E. | VP of
Strategy and CEI Southeast

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

WSB LLC

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

Responsible Office for this Contract:
2280 US Highway 92 E
Plant City, FL 33563
tel: 863.651.9105
Fax: 763.541.1700
chiehle@wsbeng.com
wsbeng.com

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

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

c. State the number of full-time employees.

1500

d. Provide documentation showing proper incorporation by the Secretary of State.**e. Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055**

State of Florida Department of State

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

The document number of this limited liability company is M23000012528.

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

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

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



Secretary of State

Tracking Number: 9756221138CU

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

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

Licensee Information

Name: WSB LLC (Primary Name)
WSB (DBA Name)
Main Address: 704 XENIA AVE SOUTH
SUITE 300
MINNEAPOLIS Minnesota 55416

License Information

License Type: Engineering Business Registry
Rank: Registry
License Number: 38728
Status: Current
Licensure Date: 01/26/2023
Expires:



Jon Chigle, COO
WSB LLC
701 Xenia Avenue South, Suite 300
Minneapolis, Minnesota 55416

Dear Mr. Chigle:

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

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 7.1 Signing, Plan, and Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 Major Bridge CEI - Concrete
- 13.8 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering

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

Approved Rates					
Home	Field	Facilities	Premium	Home	Field
Overhead	Overhead	Capital Cost	Overtime	Direct	Direct
Expense	Expense	of Money	Reimbursed	Expense	Expense
165.28%	129.78%	6.5/100%	1.5/100%	13.42%	13.42%

*Home Rates
*Home and field rates are calculated from field office rates. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 22, U.S. Code 112, there are restrictions on sharing indirect cost rates. Rates to be used for additional information.
Should you have any questions, please feel free to contact me by email at carlson.k@fdot.state.fl.us or by phone at 850-414-4587.

Sincerely,

Carlson Kell
Carlson Kell
Professional Services
Qualification Administrator



Tab 2

Approach to the Project

2. Project Approach

APPROACH TO MANAGING THE CONTRACT

Our approach to this contract is straightforward yet highly effective: provide qualified personnel to the County in a timely manner and execute assigned tasks properly and efficiently. This approach, successfully implemented by our **Project Manager, Chris Hiehle, P.E.**, has been refined through experience with prior contracts.

RAPID MOBILIZATION AND STAFFING STRATEGY

One of the key components of this assignment is the ability to mobilize staff efficiently for multiple concurrent tasks. We recognize that the County requires a pool of highly qualified personnel available on an as-needed basis throughout the contract's duration. Our commitment is to supply the most capable professionals for each project in an expeditious manner.

Our firm employs a structured and strategic staffing approach, assembling teams tailored to the unique requirements of each assignment. By leveraging our extensive network of multidisciplinary experts, we ensure every project is executed with efficiency and precision. To streamline staffing decisions, we maintain a comprehensive staffing matrix—a dynamic resource that provides a snapshot of staff qualifications and experience, enabling Chris to identify the best personnel for each task. This approach allows WSB to efficiently allocate resources while ensuring adherence to schedules and budgets by scaling staff levels accordingly.

FLEXIBILITY AND ADAPTABILITY

One of our firm's defining strengths is our ability to adapt staffing levels based on the scope and complexity of each project. Whether ramping up for large-scale infrastructure improvements or deploying specialized teams for smaller assignments, we ensure optimal resource allocation. This adaptability guarantees timely project completion while maintaining cost-efficiency.

At the onset of the contract, we will collaborate with **Joe Montoya, P.E.**, to assess immediate and long-term County needs. Based on this evaluation, we will develop a preliminary staffing plan for review, which will be reassessed monthly to remain aligned with County priorities.

Our robust personnel pool enables us to swiftly accommodate evolving project demands. At present, we have a fully staffed CEI team ready to deploy, as well as a state-certified laboratory for material testing and quality control personnel to support various construction oversight needs. Additionally,

we maintain a diverse team of specialty inspectors, including:

- Level 3 Signal/ITS Inspectors
- Certified Bridge Inspectors
- Miscellaneous Structures Specialists
- Environmental Specialists
- Resident Compliance Specialists, proficient in Federal Aid compliance and LAP program requirements.

EXPERIENCE AND CAPABILITIES IN HANDLING CUSTOMER COMPLAINTS

Proactive Stakeholder Engagement

Customer satisfaction is central to our operations. We recognize that infrastructure projects can directly impact adjacent property owners and the traveling public, making it crucial to address concerns efficiently and professionally. Our proactive and transparent communication strategy fosters trust and minimizes disruption. Key elements of our approach include:

- **Early Engagement:** Conducting pre-construction outreach through informational meetings and direct stakeholder communication.
- **Ongoing Accessibility:** Establishing clear points of contact for residents and businesses, ensuring timely responses to inquiries or concerns.
- **Dedicated Resolution Team:** Assigning specialists to manage public concerns and swiftly implement solutions.

EXAMPLE OF A RESOLVED COMPLAINT



During the Lake Wilson Road Widening Project, several residents of an adjacent subdivision raised concerns regarding newly installed highway lighting, citing excessive spillover that illuminated their yards and windows at night.

Resolution Approach:

- We promptly contacted the affected residents to acknowledge their concerns and assure them of a solution.
- Our team coordinated with the contractor and Engineer of Record (EOR) to adjust the light fixtures, angling them strategically to reduce spillover.
- We conducted photometric assessments to confirm compliance with project specifications while mitigating the disturbance to residents.
- A follow-up discussion with the affected homeowners ensured the modifications met their expectations, reinforcing community trust in our responsiveness.

Our commitment to open dialogue and swift issue resolution enhances stakeholder confidence and fosters positive public perception of our projects.

UTILITY RELOCATIONS EXPERIENCE

Strategic Utility Coordination

Utility relocations are a critical yet complex aspect of many infrastructure projects. Our firm has extensive experience coordinating with utility providers to ensure seamless integration of relocation activities into the overall project timeline. Our approach includes:

- **Establishing Key Contacts:** Securing multiple points of contact within utility organizations, including management-level representatives.
- **Routine Follow-ups:** Continuously tracking utility work scheduling, engineering approvals, procurement timelines, and installation schedules.
- **Survey and GPS Monitoring:** Utilizing GPS Rovers to monitor installation locations, ensuring utilities are positioned correctly to prevent conflicts with planned infrastructure.

LESSONS LEARNED AND PREVENTIVE MEASURES

On a previous project, a utility provider relocated its facilities out of the roadway—but inadvertently placed them directly in the path of planned storm drainage infrastructure. Early detection of this misalignment allowed us to coordinate an expedited relocation, preventing costly delays and avoiding contractor disruption.

During the Lake Wilson Road Widening Project, multiple

unforeseen utility conflicts emerged. Through direct collaboration with utility companies, we facilitated real-time documentation updates, implemented design modifications, and expedited relocation efforts. This proactive approach prevented delays and ensured the project remained on schedule.

COORDINATION WITH THE FDOT PERMITTING OFFICE

Navigating FDOT Compliance and Approvals

Successfully navigating the Florida Department of Transportation's (FDOT) permitting processes is a hallmark of our firm's expertise. We have a proven track record of managing projects that require access permits and construction agreements.

- **Early Engagement:** Proactive coordination with FDOT representatives enables us to identify concerns and address them before formal approval, reducing processing delays.
- **Meticulous Documentation:** We maintain detailed records throughout the permitting process, ensuring transparency and compliance.
- **Relationships:** By leveraging our expertise and strong relationships with FDOT, we deliver projects that meet state standards and exceed client expectations.





Tab 3

Experience, Expertise,
Personnel and Technical
Resources

SIMILAR PROJECT EXPERIENCE

A. CEI for the Wabash Ave Extension Project (CSC) | Polk County

CLIENT: CITY OF LAKELAND

E. WSB provided professional construction engineering and inspection services for the above reference project. WSB was responsible for administering the construction compliance and ensuring the project is completed in accordance with the plans and specifications. The Major components of the project included construction of new signalization with concrete poles and span wire, addition of dual left turn lanes on the eastbound approach, addition of a concrete traffic separator between the westbound lane and the eastbound to the northbound left turn lane, resurfacing the roadway from east of Chestnut Road to east of Wabash Avenue and from Lanier Street to north of US-92 on Wabash Avenue, pedestrian improvements, and minor drainage improvements.



B. CONTRACT AMOUNT FINAL CONTRACT AMOUNT:

\$1,297,044 | FINAL CONSTRUCTION COST: \$1,728,247.50

C. REFERENCE: GREG JAMES | GREG.JAMES@LAKELANDGOV.

NET | 863.834.8440

D. DATE OF PROJECT: 09/2019-04/2020

F. KEY WSB STAFF: CHRIS HIEHLE, P.E. - SPE

G: PRIME

H. BUDGET:

I. TIME EXTENSIONS: CHANGE ORDERS PROCESSED 0

SIMILAR PROJECT EXPERIENCE

A. City of Lakeland Continuing Services Contract

CLIENT: CITY OF LAKELAND

E. For this five-year continuing CEI services contract, AE served as an extension of the City staff by providing professional contract support, management, coordination, and qualified/committed inspection staff for various projects. Our team monitored the Contractor(s) and ensured they adhered to all applicable Local Agency, County, and FDOT specifications and standards, as applicable per plans and contract. The AE team provided CEI oversight on the following projects under this contract:

US 92 (New Tampa Hwy) at Wabash Avenue Intersection Improvement Project

City of Lakeland Project No.: 005779 / JPA Financial
Project ID: 429813-1-58-01; CEI Fee: \$123,000

The major components of this project included construction of new signalization with concrete poles and span wire, addition of dual left turn lanes on the eastbound approach, addition of a concrete traffic separator between the westbound lane and the eastbound to northbound left turn lane, resurfacing the roadway from east of Chestnut Road to east of Wabash Avenue & from Lanier Street to north of US-92 on Wabash Avenue, pedestrian improvements, and minor drainage improvements.

SR 33 & I4 Interchange Signalization

City of Lakeland, FM: 446988-1-52-0: CEI Fee: \$500K

This project consists of the addition of Concrete Strain Pole Signalized intersection at State Road 33 and I-4's exit 38, with its respective underground infrastructure, Fiber interconnect, Signing & Pavement Markings, Service Points, ITC CCTVs cameras, Signal Cabinets, Controller, UPS, and Loop assemblies.



B. CONTRACT AMOUNT: \$123,000 / \$500,000

C. REFERENCE: GREG JAMES | GREG.JAMES@LAKELANDGOV.
NET | 863.834.8440

D. DATE OF PROJECT: 2017 - 2022

F. KEY WSB STAFF: CHRIS NOLEN, P.E. - SPE

G: PRIME

H. BUDGET: \$1,370,000 | \$5,700,000

I. TIME EXTENSIONS: ON TIME | WITHIN BUDGET

SIMILAR PROJECT EXPERIENCE

A. District 5 Continuing Services Contract | CAQ73 FM # 237984-2-62-27 | Lake, Sumter, Marion, Orange, Osceola, Brevard, Flagler, and Volusia Counties**CLIENT: FDOT DISTRICT 5**

E. WSB provided the Department with professional services for Construction Support across a wide range of administrative and engineering services, including, but not limited to, landscape architecture, registered land surveying, technical, management, and administrative services to assist in bringing numerous construction projects within District Five's Work Program to completion.

B. CONTRACT AMOUNT FINAL CONTRACT AMOUNT:
\$5,000,000

C. REFERENCE: DENISE NAZARIO, FDOT PROJECT MANAGER |
DENISE.NAZARIO@DOT.STATE.FL.US | 386.943.5352

D. DATE OF PROJECT: 11/2023 - 11/2028

F. KEY WSB STAFF:

CHRIS NOLEN PE – CORPORATE SUPPORT
CHRIS HIEHLE PE – CONSULTANT ENGINEER
CHRISSI HIEHLE – PROJECT MANAGER

G: PRIME

H. BUDGET: \$5,000,000

I. TIME EXTENSIONS: ON TIME | WITHIN BUDGET



SIMILAR PROJECT EXPERIENCE

A. District 7 Continuing Services Contract | CAQ87 FM # 417357-1-62-06 | Citrus, Hernando, Hillsborough, Pasco, and Pinellas Counties

CLIENT: FDOT DISTRICT 7

E. WSB provided the Department with professional services for Construction Support across a wide range of administrative and engineering services, including, but not limited to, landscape architecture, registered land surveying, technical, management, and administrative services to assist in bringing numerous construction projects within District Seven's Work Program to completion.

B. CONTRACT AMOUNT FINAL CONTRACT AMOUNT:
\$5,000,000

C. REFERENCE: TYREE DEAN, FDOT PROJECT MANAGER |
TYREE.DEAN@DOT.STATE.FL.US | 813.975.6282

D. DATE OF PROJECT: 1/2024 - 1/2029

F. KEY WSB STAFF:

CHRIS NOLEN PE – CORPORATE SUPPORT
CHRIS HIEHLE PE – CONSULTANT ENGINEER
CHRISSI HIEHLE – PROJECT MANAGER

G: PRIME

H. BUDGET: \$5,000,000

I. TIME EXTENSIONS: ON TIME | WITHIN BUDGET



SIMILAR PROJECT EXPERIENCE

A. District 5 Maintenance Support Services Contract | CAQ83 | FM # 435504-1-72-05 | Lake, Sumter, Marion, Orange, Osceola, Brevard, Flagler, and Volusia Counties**CLIENT:** FDOT DISTRICT 5

E. WSB provided Personnel Support Services that augment the Department's Maintenance Contract and Permit personnel. The scope includes, but is not limited to, the inspection of contracts and permit activities, contract administration, plan reviews, data collection, reporting and input, permit administration, permit Inspection, and record keeping.

B. CONTRACT AMOUNT FINAL CONTRACT AMOUNT:
\$5,000,000

C. REFERENCE: GENEVA MAYNARD, FDOT PROJECT MANAGER
| GENEVA.MAYNARD@DOT.STATE.FL.US | 386.943.5289

D. DATE OF PROJECT: 4/2020 - 4/2025

F. KEY WSB STAFF:

CHRIS NOLEN PE – CORPORATE SUPPORT
CHRIS HIEHLE PE – CONSULTANT ENGINEER
CHRISSI HIEHLE – PROJECT MANAGER

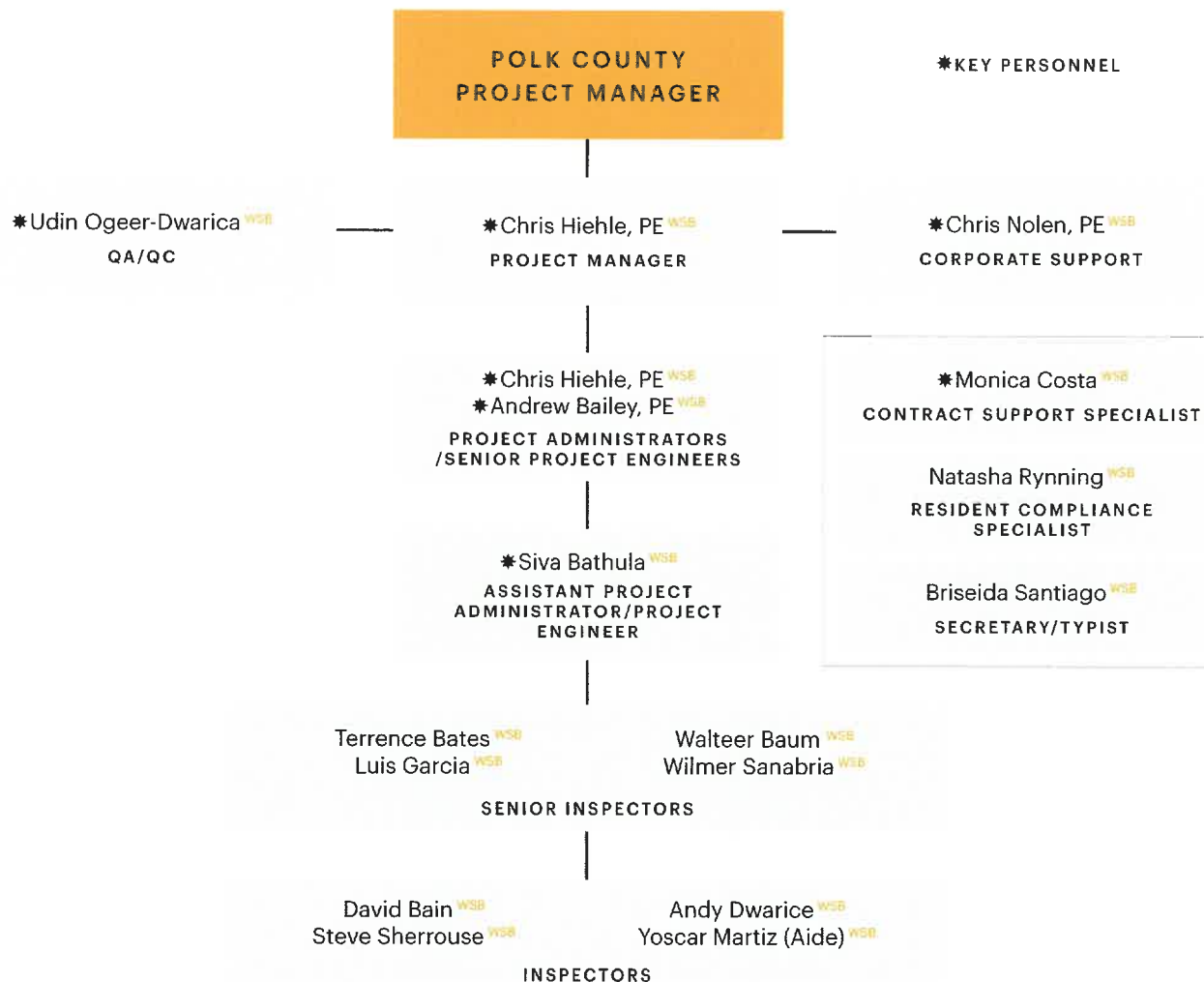
G: PRIME

H. BUDGET: \$5,000,000

I. TIME EXTENSIONS: ON TIME | WITHIN BUDGET



Organizational Chart



Support Services

SURVEY



GEOTECHNICAL



GEOTECH MATERIALS LAB TESTING

Michael Russo Geotech ^{WSB}
Ilia Straphon QC Materials ^{WSB}



LOCAL FIRM

TEAM



Nadic • Geotechnical (W/MBE)

Madrid • Geotechnical (MBE) ^L



SSMC • Survey



DRMP • Survey | CEI



KOW • CEI (DBE, MBE, SBE)

Chris Hiehle, PE

100%
Available

PROJECT MANAGER/SENIOR PROJECT ENGINEER

Chris is experienced in all aspects of transportation operations. In addition to his CEI experience, he has over 10 years of experience in both FDOT Maintenance and Construction contract administration. Chris takes an innovative approach and focuses on the long-term maintenance of each project. He partners with stakeholders ranging from local municipalities, permitting agencies, and contractors. He successfully developed MOA agreements during his time with the FDOT Heartland Operations Office in District One. Through this effort, a mutually beneficial relationship between local government agencies and FDOT was strengthened. Chris supervised a staff of contract coordinators and inspectors overseeing the maintenance work program for six counties. He has administered many construction contracts and has experience in issue resolution, CPM schedule analysis, claims analysis, utility coordination, permitting compliance, contract modification, payment applications, constructability reviews, material testing, quality assurance and quality control.

YEARS WITH FIRM:

4 YEARS

OFFICE LOCATION:

Plant City, FL

REGISTRATION:

Florida Professional Engineer
License No.: 88501

TIN#H40011675

EDUCATION:

BS in Civil Engineering,
Tennessee Technological
University

CERTIFICATIONS:

MOT/TTC Advanced

FDEP Stormwater, Erosion,
and Sedimentation Control
Inspector

S-632. A: Intro to Debris
Operations

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

Asphalt Paving Level 1 Asphalt
Paving Level 2

Earthwork Construction
Inspection Level 1

Earthwork Construction
Inspection Level 2

Final Estimates

Construction Support Services | FIN# 237984-2-62-27

CLIENT: FDOT D5

PROJECT DURATION: NOV 2023 - CURRENT

Project Engineer - The Department requires professional services for Construction Support for a wide range of administrative and engineering services, including but not limited to, landscape architecture, registered land surveying, technical, management, and administrative services to assist bringing to completion as expeditiously as possible numerous construction projects within District Five's Work Program. Ref: Denise Nazario | FDOT Project Manager | 386.943.5352 | Denise.Nazario@dot.state.fl.us

Construction Support Services | FIN 417357-1-62-06

CLIENT: FDOT D7

PROJECT DURATION: JAN 2024 - CURRENT

Project Engineer - The Department requires professional services for Construction Support for a wide range of administrative and engineering services, including but not limited to, landscape architecture, registered land surveying, technical, management, and administrative services to assist bringing to completion as expeditiously as possible numerous construction projects within District Seven's Work Program. Ref: Tyree Dean | FDOT Project Manager | 813.975.6282 | Tyree.Dean@dot.state.fl.us

Maintenance Support Services | FIN#435504-1-72-05

CLIENT: FDOT D5

PROJECT DURATION: APR 2021 - APR 2025

Project Engineer - Personnel Support Services that augment the Department's Maintenance personnel in Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties. The scope includes but is not limited to the inspection of contracts and permit activities, contract administration, plans reviews, data collection, reporting and input, permits administration, and record keeping. Ref: Geneva Maynard | FDOT Project Manager | 386.943.5289 | Geneva.Maynard@dot.state.fl.us

CEI Services for Lake Wilson Road Widening Project | Polk County

CLIENT: POLK COUNTY, FL

PROJECT DURATION: JUN 2022 - SEPT 2024

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

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

CLIENT: ALACHUA COUNTY, FL

PROJECT DURATION: SEPT 2024 - APR 2025

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

Andrew Bailey, PE

PROJECT ADMINISTRATOR/SENIOR PROJECT ENGINEER

40%
Available

Andrew brings over 15 years of experience in Florida's construction and engineering industry, having progressed from field inspection to Senior Project Engineer. He is adept at managing various construction projects, including roadway, bridge, and ITS improvements, with a focus on transparent project administration and coordination. His expertise extends to issue resolution, schedule and claims analysis, utility coordination, permitting compliance, and quality assurance, ensuring excellence in all phases of construction.

YEARS WITH FIRM:
15 YEARS

OFFICE LOCATION:
Orlando, FL

REGISTRATION:
TIN #B40000683

Professional Engineer: FL #81564

EDUCATION:
M.S. Engineering Management,
University of Florida

B.S. Civil Engineering, University
of Florida

CERTIFICATIONS:
CTQP Asphalt Paving Level 1

CTQP Asphalt Paving Level 2

CTQP Final Estimates Level 1

CTQP Final Estimates Level 2

CTQP QC Manager

ACI Concrete Field Testing
Technician Certificate

MOT/TTC Advanced

FDEP Stormwater, Erosion,
and Sedimentation Control
Inspector

Nuclear Radiation Safety /
HazMat

FEMA 200 C., 700 B., 800 D.

Oracle Primavera P6

Polk County, Lake Wilson Road Widening, Cost: \$19 million

CLIENT: POLK COUNTY, FL

PROJECT DURATION: 2022 - 2024

This project includes widening and reconstruction of Lake Wilson Road from Ronald Reagan Parkway to CR 532, including all new drainage, ponds, signals and signing and pavement markings. Duties include reviewing contractor pay applications, reviewing and providing recommendations to Contractor's Requests for Information (RFI) and change orders, overseeing coordination with the County and stakeholders as needed, and general oversight of contract administration and the CEI Team.

SR 408 Milling and Resurfacing from I-4 to the Lake Underhill Bridge | Orange County, FL

CLIENT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FL

PROJECT DURATION: 2021 - CURRENT

This project consisted of milling and resurfacing, new signing and new signal detection devices which required coordination with the City of Orlando. This project incorporated an alternate strategy, paving FC-5 from the low side to the high side during the rainy season which substantially reduced project delays due to rain/bleeding. Additionally, the CEI used laser to "string line" all bridge decks ensuring smooth tie-ins.

SR 3 at Mustang Way Intersection Improvements | Brevard County, FL

CLIENT: FDOT D5

PROJECT DURATION: 2022 - 2024

The improvements under this contract consist of the replacement of 2 strain poles with span wire with 4 new mast arms at the intersection of Mustang Way and SR 3. Other improvements included minor drainage, increased radius at the northwest corner, new sidewalk, new pedestrian signals and resurfacings. Mr. Bailey is responsible for overall oversight and coordination of construction, including reviewing inspector's daily work reports and quantity calculations, reviewing monthly estimates, processing change orders, and general oversight of the inspection staff.

Reedy Creek Improvement District, Fiber Optic Expansion Phase II, Orange County; Cost \$5M

CLIENT: FDOT D5

PROJECT DURATION: 2022 - 2023

Senior Project Engineer - Scope consists of District wide fiber expansion and DMS panel installations. Phase II of this project includes the construction of the following communication fiber runs; H, I, J and DMS Sites 4A, 4B, 4C, 5A, 5B, 6A, 6B, 8, 9 and 10 as shown within the issued plans. All DMS sites will require the installation of DMS panels (supplied by others) and the installation of associated secondary electrical service. Additionally, DMS Sites 6B and 9 require the construction of new overhead truss assemblies. This project also includes, but not limited to: Guardrail, Erosion Control, Maintenance of Traffic, and Sod Restoration. 06/2022 - 02/2023



Christopher Nolen, PE

CORPORATE SUPPORT

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

YEARS WITH FIRM:
6 YEARS

OFFICE LOCATION:
Ocoee, FL

REGISTRATION:
Professional Engineer

FL # 74690

TIN# N45010782

EDUCATION:
M.E., Civil Engineering,
University of Florida

B.S., Civil Engineering,
University of Florida

CERTIFICATION:
CTQP Asphalt Paving Level 1
& 2

CTQP Final Estimates Level 1
& 2

CTQP QC Manager

FDOT Critical Structures Self-
Study

TTC/MOT Advanced

FDEP Stormwater Erosion
and Sedimentation Control
Inspector

City of Lakeland Continuing Services Contract | Lakeland, FL

CLIENT: CITY OF LAKELAND, FL

PROJECT DURATION: 2017 - 2022

For this five-year continuing CEI services contract, WSB served as an extension of the City staff by providing professional contract support, management, coordination, and qualified/committed inspection staff for various projects. Our team monitored the Contractor(s) and ensured they adhered to all applicable Local Agency, County, and FDOT specifications and standards, as applicable per plans and contract. The WSB team provided CEI oversight on the following projects under this contract:

City of Lakeland Project No.: 005779 / JPA Financial Project ID: 429813-1-58-01 | The major components of this project included poles and span wire, addition of dual left turn lanes on the eastbound approach, addition of a concrete traffic separator between the westbound lane and the eastbound to northbound left turn lane, resurfacing the roadway from east of Chestnut Road to east of Wabash Avenue & from Lanier Street to north of US-92 on Wabash Avenue, pedestrian improvements, and minor drainage improvements.

City of Lakeland, FM: 446988-1-52-0 | This project consists of the addition of Concrete Strain Pole Signalized intersection at State Road 33 and I-4's exit 38, with its respective underground infrastructure, Fiber interconnect, Signing & Pavement Markings, Service Points, ITC CCTVs cameras, Signal Cabinets, Controller, UPS, and Loop assemblies.

Improvements to NE 36th Ave from just South of NE 19th Place to just North of NE 26th St. | Marion County, FL

CLIENT: FDOT D5

PROJECT DURATION: 2019 - 2021

Project improvements consist of the reconstruction of NE 36th Ave. from a 2-lane rural roadway to a 4-lane divided urban roadway. Two (2) new bridges (on 24" concrete piles utilizing Florida I-Beams), will be built over the CSX RR and the Access Road. Additional improvements include MSE wall construction, flexible pavement & concrete pavement construction, milling & resurfacing, construction of closed-drainage conveyance systems & new ponds, side street reconstruction, installation of new signing & pavement markings, installation of new mast-arm signals on drilled shafts, new LED roadway lighting, and utility adjustments.

I-75 Florida Regional Advanced Mobility Elements (FRAME) | Contract T5662 | Marion & Sumter Counties, FL

CLIENT: FDOT D5

PROJECT DURATION: 2019 - 2021

This project included the installation of fiber optic cable, conduit, loops and roadside units (RSUs) that included Dedicated Short-Range Communications (DSRC) radios. The installation of RSUs allowed for the transmission of Signal Phase and Timing (SPAT) data, CV emergency vehicle preemption (EVP), and CV transit signal priority (TSP) applications. This project also included signalized intersections located parallel to I-75 in Sumter and Marion Counties in order to provide Connected Vehicle (CV) functionality as well as signal data optimization within this region of District 5.

Siva Bathula

70%
Available

ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER

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

YEARS WITH FIRM:
7 YEARS

OFFICE LOCATION:
Plant City, FL

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

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

REGISTRATION / CERTIFICATIONS
TIN#B24192956

CERTIFICATIONS:

CTQP Asphalt Paving Level 1
CTQP Asphalt Paving Level 2
CTQP Final Estimates Level 1
CTQP Final Estimates Level 2
CTQP QC Manager
MOT/TTC Advanced
OSHA 30 Hour Outreach
Training for Construction
Industry
CMAA Construction
Manager in Training (CMIT)
FDEP Stormwater, Erosion,
and Sedimentation Control
Inspector
Nuclear Radiation Safety
AutoCAD (2D,3D)
Critical Structures
FDOT Local Agency
Program Professional
Services
FDOT Grant Application
Process "GAP" System

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

CLIENT: FDOT D 7

PROJECT DURATION: JAN 2024 - APR 2025

The Improvements under this Contract consist of the I-4 Florida's Regional Advanced Mobility Elements (FRAME) project, which includes the installation of roadside units (RSUs) that include dual-mode Dedicated Short-Range Communications (DSRC) and Cellular Vehicle-to-Everything (C-V2X) radios. The installation of RSUs will allow for the transmission of Signal Phase and Timing (SPAT) data, CV emergency vehicle preemption (EVP), and CV transit signal priority (TSP) applications in Hillsborough, Polk, Osceola, and Orange Counties, Florida. Siva's duties include preparing meeting agendas and taking/distributing meeting minutes (Pre-Con, progress, pre-activity), preparing work orders and supplemental agreements (as needed), running monthly estimates with PTS/SM, responding to QARs, checking PSSP, Bluebeam as-built plans, acquiring weekly/monthly required forms (Certifications, FDOT Forms, etc.), and preparing for final estimate.

I-4 Florida's Regional Advanced Mobility Elements (FRAME) | Contract T7483 | Hillsborough County, FL

CLIENT: FDOT D 7

PROJECT DURATION: NOV 2022 - NOV 2024

The improvements under this contract consist of the SR 400 (I-4) Florida's Regional Advanced Mobility Elements (FRAME) project, which includes the installation of roadside units (RSUs) that include dual-mode Dedicated Short-Range Communications (DSRC) and Cellular Vehicle-to-Everything (C-V2X) radios. The installation of RSUs will allow for the transmission of Signal Phase and Timing (SPAT) data, CV emergency vehicle preemption (EVP), and CV transit signal priority (TSP) applications in Hillsborough County, Florida. Siva's duties include preparing meeting agendas and taking/distributing meeting minutes (Pre-Con, progress, pre-activity), preparing work orders and supplemental agreements (as needed), running monthly estimates with PTS/SM, responding to QARs, checking PSSP, Bluebeam as-built plans, acquiring weekly/monthly required forms (Certifications, FDOT Forms, etc.), and preparing for final estimate.

District-Wide Push Button-Traffic Signals | District-wide, FL

CLIENT: FDOT D 7

PROJECT DURATION: AUG 2021 - FEB 2023

The intent of this contract is to provide a means whereby the Department can provide a quick response for implementing roadway improvements including installing/repairing/modifying traffic signalization improvements, installation of wrong-way vehicle detection systems, minor widening for turn lane extensions, implementation of Automated Traffic Signal Performance Measures (ATSPM) systems, and other work as provided for in the Contract documents for a period of two (2) years or until the contracted amount has been reached. Responsibilities of Siva include the preparation of meeting agendas, the drafting and distribution of meeting minutes, running of monthly estimates with PTS/SM, responding to QARs, and the acquisition of weekly/monthly required forms from contractors (e.g., Certifications, FDOT Forms, etc.) for the preparation of a final estimate.

Udin Dwarica-Ogeer

DIRECTOR, QUALITY ASSURANCE

100%
Available

Udin is a Project Administrator and Contract Support Specialist with 30+ years of experience in Construction Management practices with projects of varying scope for Cities, Counties, the Florida Department of Transportation, and the Florida Turnpike Enterprise. She is highly proficient in all aspects of CEI administration to include project administration via CPAM and FE requirements; Udin will assure the quality of contract changes (SA's WO's, times extensions, etc.), Quantity Control and management of RFI's, Submittals and Shop drawing, monthly estimates, MAC, including PCR and ERS (from VT reports to PCML Letter) and Bluebeam As-built.

YEARS WITH FIRM:
10 YEARS

OFFICE LOCATION:
New Port Richey, FL

EDUCATION:
AAS/BT in Civil Engineering/
Construction Management,
Facility Management

AAS in Civil Engineering,
Construction Management,
Facility Management

REGISTRATION:
TIN #D62284064

CERTIFICATIONS:
CTQP Asphalt Paving Levels 1 & 2

CTQP QC Manager

CTQP Final Estimates Levels 1 & 2

FDOT Critical Structures

MOT/TTC Advanced

FDOT Critical Structures

FEMA 100 C, 200 C

MOT/TTC Advanced

FDEP Stormwater Erosion and
Sedimentation Control Inspector

FEMA 100 C, 200 C

SR55/US 19/34th St. from 54th Ave S to 22nd Ave. N | Pinellas County

CLIENT: FDOT DISTRICT 7

PROJECT DURATION: JAN 2024 - CURRENT

Project Administrator – The improvements under this contract consist of milling and resurfacing, sidewalk and ADA upgrades, signal equipment upgrades, new mast arm signals at 30th Ave S, and drainage improvements. A Business Access & Transit (BAT) lane was established in the northbound and southbound outside lanes between 54th Ave. S and 22nd Ave. S Complete Streets improvements will also be implemented including wider sidewalks, a pedestrian mid-block crossing south of 3rd Ave S, and bulb-out construction at 1st Ave S and 1st Ave N on SR 55/US 19/34th St. Udin serves as the Project Administrator on this project and her primary responsibilities include reviewing the inspector's daily work reports and quantity calculations, reviewing monthly estimates, process change orders and supplemental agreements and general oversight of the inspection staff.

CEI Services for I-75 (SR 93A) SB Rest Area from Beginning of SB Ramp to End of SB Ramp (BDI) 441083-2-52-01, Hillsborough County

CLIENT: FDOT DISTRICT 7

PROJECT DURATION: SEP 2020 - JUN 2022

Project Administrator – The improvements under this Contract consist of widening the existing entrance and exit ramps to the I-75 (SR 93A) Southbound rest area, widening the existing truck parking areas, constructing an additional car parking area south of the existing car parking lots, associated drainage facility reconstruction, signing and pavement marking, ITS, TPAS, generator construction and lighting from MP 3.560 to MP 3.807 in Hillsborough County. Udin serves as the Project Administrator on this project and her primary responsibilities include reviewing the inspector's daily work reports and quantity calculations, reviewing monthly estimates, process change orders and supplemental agreements and general oversight of the inspection staff.

SR 55/US 19/34th St from 54th Ave S to 22nd Ave N., Pinellas County

CLIENT: FDOT DISTRICT 7

PROJECT DURATION: 2023

Project Administrator - The improvements under this contract consist of milling and resurfacing, sidewalk and ADA upgrades, signal equipment upgrades, new mast arm signals at 30th Ave S, and drainage improvements. A Business Access & Transit (BAT) lane was established in the northbound and southbound outside lanes between 54th Ave. S and 22nd Ave. S Complete Streets improvements will also be implemented including wider sidewalks, a pedestrian mid-block crossing south of 3rd Ave S, and bulb-out construction at 1st Ave S and 1st Ave N on SR 55/US 19/34th St. Udin serves as the Project Administrator on this project and her primary responsibilities include reviewing the inspector's daily work reports and quantity calculations, reviewing monthly estimates, process change orders and supplemental agreements and general oversight of the inspection staff.

Monica Costa

CONTRACT SUPPORT SPECIALIST

70%
Available

Monica has a great focus for details and organizational skills. She has great aptitude for report preparation, contract interpretation, and research. She communicates well with Clients, Contractors, Utility Owners, Municipalities, Property Owners, and other Stakeholders daily. Monica provides leadership and supervision to field inspection staff, directs, and assigns specific tasks to inspectors and assists in all phases of the construction project while making engineering decisions related to construction work on major road and bridge projects. She evaluates and resolves constructability issues that arise in the field on construction projects. Monica is multilingual with the ability to read and write fluently in English, Portuguese, Spanish, and French.

YEARS WITH FIRM:
12 YEARS

OFFICE LOCATION:
Ocoee, FL

EDUCATION:
B.S., Civil Engineering,
University of Central Florida

REGISTRATION:
TIN #TC23055486

CERTIFICATIONS:
CTQP Final Estimates Levels
1 & 2

CTQP QC Manager

MOT/TTC Advanced

FDOT Critical Structures

OSHA 10 Hours

OSHA 30 Hours

FDOT Construction Math

FDOT Construction Plan
Reading

CFX SR 429 Widening from Tilden Rd to Florida's Turnpike, Orange County | Cost \$97.7 million

CLIENT: ORANGE COUNTY

PROJECT DURATION: SEP 2022 - PRESENT

Assistant Project Administrator - The work consists of widening SR 429 from Tilden Road to Florida's Turnpike from four (4) general use lanes to six (6) general use lanes. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. Also included is the widening of the mainline bridges within the project limits to accommodate the appropriate shoulder widths, additional general use lanes, and ramp modifications as shown in the bidding documents. The work also includes, but is not limited to, construction of sound barriers, overhead sign structures and intelligent transportation systems infrastructure in Orange County. Ms. Costa is responsible for all office administration and tasks. 09/2022 - Present

Universal Studios CEI Services for the Kirkman Extension, Orange County, FL | Cost \$200 million

CLIENT: ORANGE COUNTY

PROJECT DURATION: JAN 2021 - SEP 2022

Assistant Project Administrator - This project was for CEI for the Kirkman Road extension that consists of seven Bridges, including a Single Point Urban Interchange (SPUI) at Sand Lake Rd., a signature elevated Curved Steel Girder Bridge, dedicated bike lanes, dedicated bus lanes, six-lane Roadway, soil cement, asphalt, MSE Walls, Traffic Signals, Cantilever Signs, Truss Signs, Pile driving, drilled shafts, piling, erosion control, Ground Mounted Signs, striping, new utility corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. 01/2021 - 09/2022

SR 482/Sand Lake Road Widening & John Young Parkway Flyover Bridge | Orange County, FL

CLIENT: FDOT DISTRICT 5

PROJECT DURATION: SEP 2019 - SEP 2022

This project was for CEI services for widening and reconstruction of three miles of SR 482 (Sand Lake Road) and construction of a steel structure flyover bridge on John Young Parkway over SR 482. The widening of Sand Lake Road includes widening of four bridges over Kirkman Road and the replacement of the Shingle Creek Bridges with a single concrete structure. The project also includes major utility relocations, sanitary sewer, a sanitary sewer lift station, water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk.

Key Staff Proposed Location

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

NAME	ROLE	HOME LOCATION	OFFICE LOCATION
CHRIS HIEHLE, PE 100% AVAILABLE	PROJECT MANAGER SENIOR PROJECT ENGINEER	LAKELAND	PLANT CITY
ANDREW BAILEY, PE 40% AVAILABLE	PROJECT ADMIN SENIOR PROJECT ENGINEER	ORANGE COUNTY	ORLANDO
CHRIS NOLEN, PE AS NEEDED	CORPORATE SUPPORT	SAINT CLOUD	PLANT CITY
SIVA BATHULA 70% AVAILABLE	ASST PROJECT ADMIN PROJECT ENGINEER	PLANT CITY	PLANT CITY
UDIN DWARICA-OGEER 100% AVAILABLE	QC MANAGER	NEW PORT RICHEY	NEW PORT RICHEY
MONICA COSTA 70% AVAILABLE	CONTRACT SUPPORT SPECIALIST	WINDERMERE	OCOE

Subconsultants



Nadic Materials | Geotechnical Services

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

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

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



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

Madrid/CPWG is a professional engineering firm that was established in 1992, specializes in construction materials

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

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



Survey Services

SSMC Was founded in Orlando in 1972, Southeastern Surveying and Mapping Corporation (SSMC) is an independent, 100% employee-owned geomatics services firm providing professional Surveying and Mapping, Subsurface Utility Engineering (SUE), and Geographic Information Systems (GIS) services serving Florida and the Southeastern United States.

Our staff of over 260 personnel includes 18 licensed Professional Surveyors and Mappers, one (1) Professional Engineer, 48 nationally Certified Survey Technicians (CST), two (2) Engineers in Training (EI), three (3) internationally Certified GIS Professionals, one (1) Certified in GIS, 16 licensed unmanned aerial vehicle (UAV) pilots, and dozens of highly experienced survey, computer-aided design (CAD), and GIS technicians. SSMC has extensive experience working

with municipalities, governments, and Federal Agencies across Florida. To maintain our commitment to meeting our customers' needs, SSMC has worked tirelessly to develop highly innovative and needs-specific solutions for numerous municipal, public transportation, private development, and infrastructure improvements. At the forefront of technology, SSMC uses state-of-the-art equipment, leading-edge software, and cutting-edge processes to drive results. SSMC provides the personalized touch of a small company with the resources of a large firm and continually strives to live by our motto, "Proven commitment to our client's success."

Office Location: Our Main Office and location where the staff proposed is: 6500 All American Blvd., Orlando, Florida 32810

DRMP

Materials Testing

DRMP was founded in 1977 in Orlando Florida by a group of engineers and surveyors that joined together to offer their clients a full-service firm with a collaborative approach to produce superior infrastructure. Our focus has been on providing services for State DOT's, the Federal Government, Local Municipalities and Private Developers. We have been providing Construction Engineering and Inspection (CEI) services on highway and bridge projects to clients throughout the southeast since 1999. DRMP's 172 CEI employees deliver the manpower, expertise, and experience to take on infrastructure projects of any size and scope. Our staff provided for this contract will be based out of our Lakeland office located in Polk County.

Office Location: 941 Lake Baldwin Lane, Orlando, FL 32814



CEI Mainline

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

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

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

WSB Florida Offices



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

● OFFICE/LAB
○ FIELD OFFICE

Subconsultant's Offices



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

**Tab 4**

Is the Firm a “Polk County Entity”?

Polk County Entity

Our nearest office to the County is currently located at 2290, US 92, in Plant City, although a project of this size will require a local field office to be established. In order to further our familiarity and ability to the respond to the County, we have teamed with our subconsultant, **Madrid Engineering, who has their corporate office located at 2030 State Rd 60, Bartow, FL 33830 and is a Polk County entity.** Madrid will perform materials testing.

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

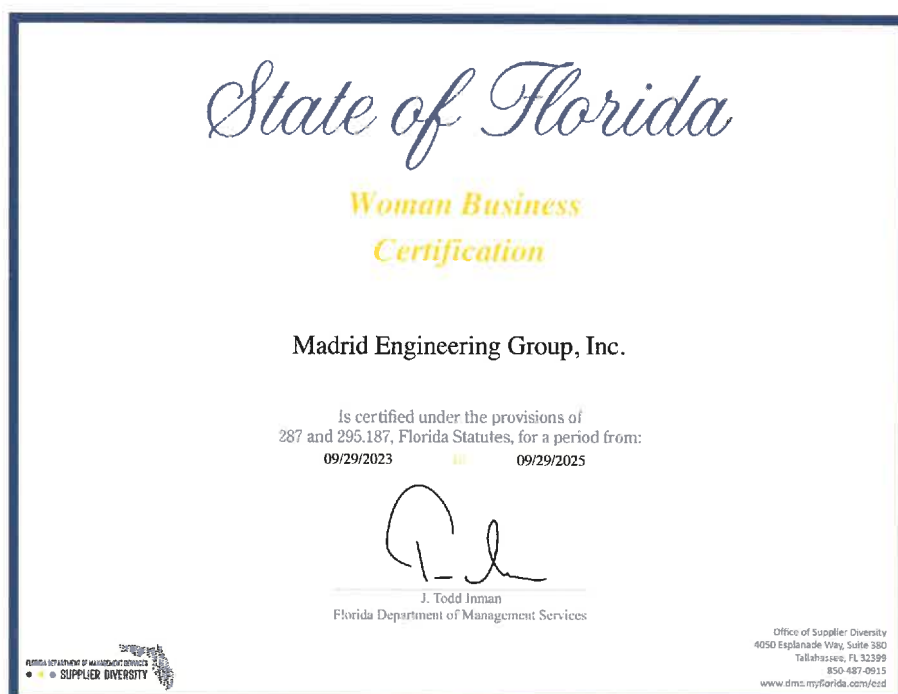
**Tab 5**

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

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

WSB is not a certified Woman or Minority Business Enterprise, but we fully understand and support the County's commitment to fostering diverse and inclusive opportunities for women and minority-owned businesses. While our firm may not hold this specific certification, we remain dedicated to promoting to the County's goal by teaming with DBE certified firm, KOW and Associates and Madrid Engineering, which is a W/MBE.

We recognize the vital role that W/MBE play in the industry and actively seek ways to align with the county's goals of promoting their success. By fostering collaboration, our firm contributes to a more diverse and inclusive business landscape.





Tab 6

Interaction with County for Claims Minimization

Tab 6

Interaction with County for Claims Minimization

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

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

We maintain an effective multiple point-of-contact list of utilities that are on the project. We always have the next guy up the food chain's number, however, this is rarely needed due to maintaining positive relationships with key players. Also, the inspectors maintain daily logs of equipment and personnel as they are used and idle on the job. This will minimize cost should the claim be justifiable. We can illustrate this through the recent project on Lake Wilson Road. **The Contractor had submitted more than 45 claims for delay. 90% of these claims were rescinded due to these processes.** The remaining claims were minimized due to the accurate reporting of time, personnel, and equipment that were affected, and the project came in nearly \$1M under the final contract value.

Evaluating the issue from the contractor's perspective:

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

to fabricate or exaggerate issues. If however, the issue lingers and is settled with the assistance of the county or a Disputes Review Board, it comes down to who can paint the better picture.

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





Tab 7
Staff Availability for Work
Assignments

Tab 7

Staff Availability for Work Assignments

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

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

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

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

We understand the importance of meeting the County's specific needs and ensuring that each project is completed on time and within budget.

We are committed to providing a dedicated, ready, and available team, ensuring that the County's objectives are met with the highest standards of quality. We have structured our operations to be flexible, with proposed personnel and resources readily available to tackle each proposed project task. Our ability to adapt and respond efficiently, guarantees that the project will receive the focus it requires for success.

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

NAME	ROLE	END OF CURRENT PROJECT	AVAILABILITY PERCENTAGE AT NTP
CHRIS HIEHLE, PE	PROJECT MANAGER SENIOR PROJECT ENGINEER	JUL 2025	100%
ANDREW BAILEY, PE	PROJECT ADMIN SENIOR PROJECT ENGINEER	OCT 2025	40%
CHRIS NOLEN, PE	CORPORATE SUPPORT	MAY 2025	AS NEEDED
SIVA BATHULA	ASST PROJECT ADMIN PROJECT ENGINEER	SEPT 2025	70%
UDIN DWARICA-OGEER	QC MANAGER	JUN 2025	100%
MONICA COSTA	CONTRACT SUPPORT SPECIALIST	JULY 2025	70%
TERRANCE BATES	SR. INSPECTOR	SEPT 2025	100%
WALTER BAUM	SR. INSPECTOR	APR 2025	100%
WILMER SANABRIA	SR. INSPECTOR	JUL 2025	100%
STEVE SHERROUSE	INSPECTOR	JUL 2025	100%
ANDY DWARICA	INSPECTOR	JUL 2025	100%



Tab 8

Surveys of Past Performance

Survey Questionnaire – Polk County

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

To: Greg James, MBA, CPM (Name of Person completing survey)

City of Lakeland (Name of Client Company/Consultant)

Phone Number: 863.834.8440 Email: greg.james@lakelandgov.net

Subject: Past Performance Survey of Similar work:

Project name: US 92 @ Wabash Ave. Intersection Improvements

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

Cost of Services: Original Cost: \$123,528.86 Ending Cost: \$164,595.26

Contract Start Date: 09/2020 Contract End Date: 09/2021

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 Greg James

Signature of Evaluator: Greg James

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

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

To: DENISE NAZARIO, FDOT PM (Name of Person completing survey)
FDOT D5 (Name of Client Company/Consultant)
 Phone Number: 386.943.5352 Email: DENISE.NAZARIO@DOT.STATE.FL.US

Subject: Past Performance Survey of Similar work:

Project name: District 5 Continuing Services Contract | CAQ73 FM # 237984-2-62-27 | Lake, Sumter, Marion, Orange, Osceola, Brevard, Flagler, and Volusia Counties

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

Cost of Services: Original Cost: \$5,000,000 Ending Cost: _____

Contract Start Date: 11/23 Contract End Date: 11/28

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	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 Denise Nazario, CEI Contract Administrator/AW 15 Project Manager

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Comments:

WSB has effectively communicated and coordinated multiple associated tasks and requests throughout the contract. Coordination with the Department has been timely and efficient.

5- (9) Contract is current. However TWO closings have been successfully done.

Survey Questionnaire – Polk County

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

To: Robert Marcoux, PE (Name of Person completing survey)

FDOT D5 (Name of Client Company/Consultant)

Phone Number: 321.576.5498 Email: robert.marcoux@dot.state.fl.us

Subject: Past Performance Survey of Similar work:

Project name: US 1 (SR 5) Resurfacing from MP 0.0 to 8.8

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

Cost of Services: Original Cost: \$776,002 Ending Cost: \$801,733

Contract Start Date: 9/2022 Contract End Date: 5/2024

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
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: Robert A Marcoux Digitally signed by Robert A Marcoux
Date: 2025.04.02 13:25:57 -04'00'

Please fax or email the completed survey to: _____



Licenses

State of Florida Department of State

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

The document number of this limited liability company is M23000012528.

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

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

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




Secretary of State

Tracking Number: 9755221130CU

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

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

License Information

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

License Information

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



License Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	BAILEY, ANDREW F	Primary	81564 Prof Engineer	Current, Active 02/28/2027
Main Address*: 8350 NORTHLAKE PARKWAY ORLANDO, FL 32827				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Kasi Heilig PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: kasi.heilig@marshmma.com ADDRESS:															
INSURED WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co PittsburghPA</td> <td>19445</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : National Union Fire Ins Co PittsburghPA	19445	INSURER B : Zurich American Insurance Company	16535	INSURER C : Twin City Fire Insurance Company	29459	INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Zurich American Insurance Company	16535																
INSURER C : Twin City Fire Insurance Company	29459																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 435961777

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5425678	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA4693553	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		41HV6BP2SZ9	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC066656880 WC066656900	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine		CPP696163600	3/1/2025	3/1/2026	Each Occurrence 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 24, 2024

Jon Chiglo, COO
WSB LLC
701 Xenia Avenue South, Suite 300
Minneapolis, Minnesota 55416

Dear Mr. Chiglo:

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

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 Major Bridge CEI - Concrete
- 13.5 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering

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

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
152.28%*	129.76%*	0.570%*	Reimbursed	5.43%*	13.44%*^	Yes

*Interim Rates

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

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

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 12, 2024

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

Dear Ms. Worrell:

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

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection

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

Approved Rates

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

*Interim Rates

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

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

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

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 1289

CLASS: B+

EXPIRES:

09/30/2025

OWNER NAME	LOCATION
SHEILA TARTE	2030 HWY 60 E BARTOW

BUSINESS NAME AND MAILING ADDRESS

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

CODE

540190

ACTIVITY TYPE

PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

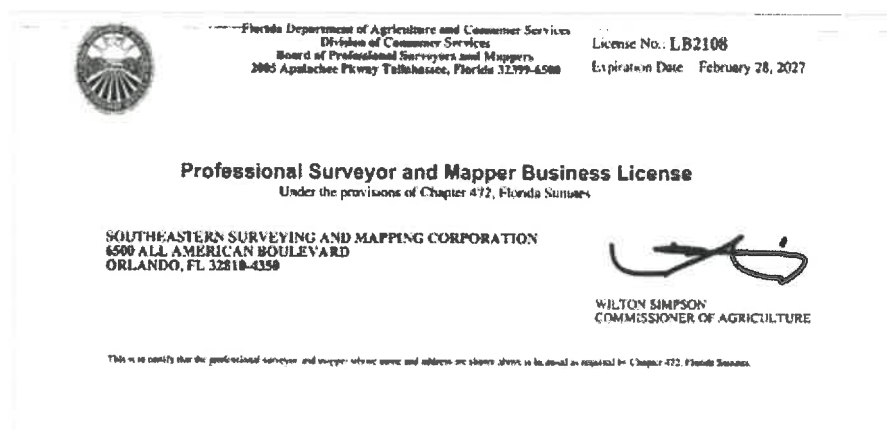
THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 2645893 10/14/2024 OPY

OLP 73.53

MADRID ENGINEERING GROUP

<p style="text-align: center;"><i>State of Florida</i></p> <p style="text-align: center;">Woman Business Certification</p> <p style="text-align: center;">Madrid Engineering Group, Inc.</p> <p style="text-align: center;">Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 09/29/2023 09/29/2025</p> <p style="text-align: center;">  J. Todd Inman Florida Department of Management Services </p> <p style="text-align: center;">  FLORIDA DEPARTMENT OF MANAGEMENT SERVICES SUPPLIER DIVERSITY </p> <p style="text-align: right;"> Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.florida.com/osd </p>
--



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

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

April 22, 2024

Lisa Greene, Vice President
DRMP, INC.
941 Lake Baldwin Lane
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design - Concrete
 - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

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- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.5 - Subarea/Corridor Planning

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

Approved Rates						
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
192.47%	139.14%	0.663%	Reimbursed	No	3.52%	25.91%*
						Yes

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

LIDAR Fee Schedule Rate
LIDAR Mobile Equipment \$4104 per day

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

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

Sincerely,

Carliayn Kell
Carliayn Kell
Professional Services
Qualification Administrator

2



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 4, 2024

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

Dear Mr. Nnadi:

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

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

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

Approved Rates				
Home Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Published Fee Schedule
285.14%	0.458%	Excluded	5.41%	Yes

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

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

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State of Florida Department of State

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

The document number of this corporation is P01000085332.

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

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

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



Secretary of State

Tracking Number: 4050461021CC

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

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

State of Florida

Woman & Minority Business Certification

NADIC Engineering Services, Inc.

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

Pedro Allende
Florida Department of Management Services



Office of Supplier Development
4255 Stephinda Way, Suite 305
Tallahassee, Florida 32392
(904) 487-6915
www.dms.tn.fl.gov/od



Forms

Proposers Incorporation Information

(Submittal Page)

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

Company Name: WSB LLC

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

TIN #: N/A

Address: 219 N. Newnan Street, Fourth Floor

City: Jacksonville, FL 32202

State: Florida

Zip Code: 32202

County: Duval

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

Contact Person: Roderick Myrick, PE

Phone Number: 561-632-5185

Cell Phone Number: 561-632-5185

Email Address: rmyrick@wsbeng.com

Type of Organization (select one type)

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

State of Incorporation: Minnesota

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

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

Request for Taxpayer Identification Number and Certification

► Go to 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. WSB LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 701 Xenia Ave S, Suite 300	Requester's name and address (optional)
6 City, state, and ZIP code Minneapolis, MN 55416	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
4	1	-	1	8	2	0	0	1 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

March 20, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

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

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: questions and answers

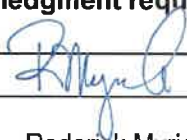
All references in the bid documents to Michael Guerrero and email michaelguerrero@polk-county.net are hereby replaced by Ken Brush and email kenbrush@polk-county.net.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: _____



Printed Name: Roderick Myrick, PE

Title: VP of Strategy and CEI Southeast

Company: WSB LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

April 1, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

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

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

Contained within this addendum: Tab 3 Experience, Expertise, Personnel and Technical Resources has been revised and replaced.

Ken Brush

Procurement Contracts Manager
Procurement Division

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

Signature: _____



Printed Name Roderick Myrick, PE

Title: VP of Strategy and CEI Southeast

Company: WSB LLC

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

Clarification

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

- Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)**
- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the CEI services for road infrastructure projects where the construction costs are under \$7.0 million. (Limit response to one (1) page per project)
 - For each project please provide:
 - a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project representative name, address, phone number, and email address
 - d) Start date, date project was completed or is anticipated to be completed; compare to the original date.
 - e) The nature of the firm's responsibility on the project;
 - f) Identify the key staff and their role in each project;
 - g) Identify working relationship of consultants or joint venture on project, if applicable;
 - h) Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i) List of any time extensions created by item h above.
 - Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
 - The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) ~~Name, title and project assignment~~ Number of years with the firm
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
 - Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
 - Identify any sub-consultants to be used, if any. For each sub consultant identified please provide:
 - Name of sub-consultant.
 - Address
 - Their locations that can be utilized to expedite a deliverable if required.

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: WSB LLC

Signature: _____

Title: Roderick Myrick, PE, VP of Strategy and CEI Southeast

Date: 04/01/2025

State of: Florida

County of: Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2025, by Roderick Myrick (name) as VP of Strategy and CEI (title of officer) of WSB, LLC (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: Youslanda D. Ervin

Notary Commission Number and Expiration: 04/12/2026

(AFFIX NOTARY SEAL)



YOUSLANDA D. ERVIN
Notary Public
State of Florida
Comm# HH248838
Expires 4/12/2026

Revised 3.7.23

29

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

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

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

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

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

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

Executed this 1st day of April, 20²⁵.

ATTEST:

By: _____
 PRINTED NAME: _____
 Its: _____

CONTRACTOR:

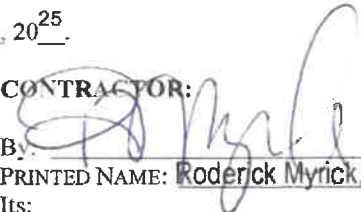
By: 
 PRINTED NAME: Roderick Myrick, PE
 Its: _____



EXHIBIT "B" WSB LLC-PROFESSIONAL SERVICES FEE SCHEDULE
CSC Road and Drainage CEI 2025
Polk County

	Range of Direct Labor Rates		Range of Hourly Billing Rates	
Principal	\$107.00	\$135.00	\$318.00	\$401.00
Project Manager	\$75.00	\$92.00	\$223.00	\$273.00
Chief Engineer	\$93.00	\$100.00	\$276.00	\$297.00
Senior Engineer	\$71.00	\$89.00	\$211.00	\$264.00
Project Engineer	\$49.00	\$68.00	\$146.00	\$202.00
Engineer	\$43.00	\$55.00	\$128.00	\$163.00
CEI Assist Contract Support Spec	\$31.00	\$33.00	\$92.00	\$98.00
CEI Assist Proj Admin	\$46.00	\$51.00	\$137.00	\$151.00
CEI Asso Res Comp Spec	\$25.00	\$28.00	\$74.00	\$83.00
CEI Building Inspector/Electrical	\$39.00	\$45.00	\$116.00	\$134.00
CEI Communications Engineer	\$70.00	\$89.00	\$208.00	\$264.00
CEI Contract Support Specialist	\$42.00	\$45.00	\$125.00	\$134.00
CEI Inspector	\$28.00	\$32.00	\$83.00	\$95.00
CEI Inspector's Aide	\$21.00	\$23.00	\$62.00	\$68.00
CEI ITS Inspector	\$32.00	\$35.00	\$95.00	\$104.00
CEI Landscape Inspector	\$35.00	\$38.00	\$103.00	\$113.00
CEI Project Admin (Bridge)	\$65.00	\$70.00	\$193.00	\$208.00
CEI Project Admin	\$63.00	\$69.00	\$187.00	\$205.00
CEI Res Compliance Specialist	\$30.00	\$35.00	\$89.00	\$104.00
CEI Scheduler	\$71.00	\$79.00	\$211.00	\$235.00
CEI Secretary/Clerk Typist	\$26.00	\$28.00	\$77.00	\$83.00
CEI Senior Inspector (Bridge)	\$43.00	\$46.00	\$128.00	\$137.00
CEI Senior Inspector	\$38.00	\$44.00	\$113.00	\$131.00
CEI Senior Inspector- Bldg Struct.	\$53.00	\$56.00	\$157.00	\$166.00
CEI Senior ITS Inspector	\$40.00	\$45.00	\$119.00	\$134.00
CEI Senior Landscape Inspector	\$38.00	\$44.00	\$113.00	\$131.00
CEI Senior Project Engineer	\$90.00	\$100.00	\$267.00	\$297.00
CADD/Computer Technician	\$31.00	\$35.00	\$92.00	\$104.00
Certified Bridge Inspector	\$40.00	\$45.00	\$119.00	\$134.00
Senior Designer	\$50.00	\$54.00	\$149.00	\$160.00
Designer	\$43.00	\$49.00	\$128.00	\$146.00

*** Rounded to the nearest dollar**



	Range of Direct		Range of Hourly	
	Labor Rates		Billing Rates	
SUR Chief Surveyor	\$91.00	\$94.00	\$270.00	\$279.00
SUR Senior Surveyor	\$80.00	\$84.00	\$238.00	\$249.00
SUR Senior Surveyor	\$74.00	\$76.00	\$220.00	\$226.00
SUR Survey Project Manager 3	\$69.00	\$72.00	\$205.00	\$214.00
SUR Survey Project Manager 2	\$68.00	\$71.00	\$202.00	\$211.00
SUR Surveyor	\$66.00	\$71.00	\$196.00	\$211.00
SUR Field Crew Supervisor 1	\$58.00	\$64.00	\$172.00	\$190.00
SUR Survey Project Manager 1	\$56.00	\$61.00	\$166.00	\$181.00
SUR Mobile Survey Operator	\$52.00	\$60.00	\$154.00	\$178.00
SUR Survey/GIS/SUE Analyst 3	\$44.00	\$46.00	\$131.00	\$137.00
SUR Mobile Survey Analyst 3	\$43.00	\$46.00	\$128.00	\$137.00
SUR Crew Chief	\$37.00	\$43.00	\$110.00	\$128.00
SUR Instrument Operator	\$27.00	\$30.00	\$80.00	\$89.00
SUR Rod Person	\$23.00	\$28.00	\$68.00	\$83.00
MAT Chief Engineer	\$78.00	\$84.00	\$232.00	\$249.00
MAT Senior Engineer	\$70.00	\$73.00	\$208.00	\$217.00
MAT Senior Engineering Technician	\$70.00	\$74.00	\$208.00	\$220.00
MAT Engineer	\$58.00	\$60.00	\$172.00	\$178.00
MAT Project Manager	\$55.00	\$58.00	\$163.00	\$172.00
MAT Engineer Intern	\$39.00	\$42.00	\$116.00	\$125.00
MAT CADD/Computer Technician	\$38.00	\$43.00	\$113.00	\$128.00
MAT Engineering Technician	\$30.00	\$36.00	\$89.00	\$107.00
MAT Technician Aid	\$18.00	\$23.00	\$53.00	\$68.00
Chief Planner	\$108.00	\$116.00	\$321.00	\$345.00
Senior Planner	\$74.00	\$76.00	\$220.00	\$226.00
Project Planner	\$51.00	\$54.00	\$151.00	\$160.00
Planner	\$41.00	\$47.00	\$122.00	\$140.00

*** Rounded to the nearest dollar**

Consultant LABOR MULTIPLIER CALCULATIONS	
Direct Labor	1.0000
Overhead/General/Administrative/Fringe	1.5828
Sub - Total	2.5828
Profit (15%)	0.3874
Total Multiplier	2.9702

Fran McAskill
Director
Procurement Division



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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

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