

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and Kisinger Campo & Associates (the "Consultant"), a Florida corporation, 201 N. Franklin Street, Suite 400, and whose Federal Employer Identification Number is 59-1677145.

WHEREAS, the Consultant has considerable expertise in professional engineering services; and

WHEREAS, the County desires to employ the Consultant to provide professional services in connection with the alignment study and final design services for a roadway project in Northeast Polk County; and

WHEREAS, the County has solicited for these consultant services via an advertised request for proposal ("RFP 24-174") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the professional consultant services; and

WHEREAS, the Consultant is able and agreeable to providing the County the consultant services and represents that it is competent, qualified, 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 County and the Consultant hereby agree, as follows:

1.0 Effective Date; Term

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

1.2 The term of this Agreement shall be for five (5) year or upon completion of the Services to the County's satisfaction, whichever is sooner commencing upon the Effective Date, unless otherwise sooner terminated as provided herein. A timeline will be established for each Phase (as defined in Section 2.2). The timeline for Phase I is included in the Scope Details and Assumptions attached hereto and incorporated herein as Exhibit "A-iii", and a timeline for each subsequent Phase will be included in an amendment to this Agreement.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #24-174, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto and (iii) the Scope Details and Assumptions thereto (collectively, (i), (ii) and (iii) are "RFP 24-174") 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.

2.2. At its option the County may choose to modify, add or delete any Services included within the two phases as set forth and described in the Consultant's Project Approach portion of the RFP (collectively, the "Phases"), contained in Exhibit A, by duly executing a written amendment(s) to this Agreement.

2.3. By execution of this Agreement, the County hereby engages the Consultant to perform the Phase I Services as outlined in Exhibit "A-iii."

2.5. The Consultant has also agreed that this Agreement may be used by any other Government Agency.

3.0 Compensation

3.1 General

3.1.1 In consideration for the Consultant providing the Services, the County shall pay the Consultant the not to exceed amount of \$1,839,792.64 for the Phase I Services as set forth in Exhibit "A-iii", which amount is based on the Consultant's hourly rate schedule set forth in Exhibit "B", which is attached hereto and made a part of this Agreement.

3.1.2 Also, the County shall negotiate any of the additional Phase II Services' not to exceed amount(s) and base the amount(s) on the Consultant's hourly rate schedule set forth in Exhibit "B."

3.1.3 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the hourly rate schedules stated in the attached Exhibit "B."

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

3.1.5 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

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

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

3.1.7 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.8 By its submission of an invoice, the Consultant's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of out-of-pocket expenses eligible for reimbursement per under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Consultant's performance of the Services in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Consultant providing the Services and include the following:

Overnight Deliveries
Reproduction
Professional Associate(s) (if preapproved in writing by County)

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

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County's Budget and Procurement Division offices upon demand following the termination of the Agreement.

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

4.0 Consultant's Responsibilities

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

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

5.0 Ownership of Documents

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

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its

obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

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

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

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

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

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

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

9.0 Professional Associates and Subconsultants

If the Consultant requires the assistance of any professional associates or subconsultants in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or Subconsultant may perform any work for the County. If after obtaining

the County's approval the Consultant utilizes any professional associates or Subconsultants in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subconsultants'. The failure of a professional associate or subconsultants to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the extent permitted by law, shall indemnify, protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, 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, its professional associates, subconsultants, agents, and employees provided.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Consultant shall also provide an updated Certificate of Insurance upon renewal, material change, cancellation, non-renewal, or insurer change. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability, Automobile Liability and Workers' Compensation (including Employer's Liability) policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a

company having an A.M. Best rating of at least the "A" category and size category of at least VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event that the Consultant hires Subconsultants to do any part of the contracted work they shall be required to carry the same coverage as setout herein, unless approved in advance by the County's Risk Manager in writing.

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.

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

Premises and Operations:

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

Independent Contractors:

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

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

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

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

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

14.0 Designation of Party Representatives

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

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

15.0 All Prior Agreements Superseded

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

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Contractor

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

18.0 Public Records Law

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the 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**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

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

21.0 Notices

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

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

For Consultant: Kisinger Campo & Associates, Inc.
201 N. Franklin Street, Suite 400
Tampa, FL 33602
Attention: Michael Campo, PE, PM

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

25.0 Consultant Representations

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

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

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

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

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

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

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

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

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

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

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies

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

27.0 Limitation of Liability

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

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

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

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

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the

Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Michael Campo, PE

Name: Guillermo Madriz, PE

Name: Thomas Shaw, PE

Name: Richard Harrison, PE

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it

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

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

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

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

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

33. No Construction Against Drafter

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

34. Unauthorized Alien(s)

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

Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES
SIGNATURES.)**

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ATTEST:

Kisinger Campo & Associates, Inc.,
a Florida corporation

By: _____
Ronald E. Gott

By: _____
Paul G. Foley

Ronald E. Gott

Paul G. Foley, P.E.

PRINT NAME

PRINT NAME

CFO / Secretary

CEO / President

TITLE

TITLE

Date: November 5, 2024

SEAL



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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Sandra B. Hart 10/14/24

County Attorney's Office Date

ATTEST:

Kisinger Campo & Associates, Inc.,
a Florida corporation

By: _____

By: _____

PRINT NAME

PRINT NAME

TITLE

TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

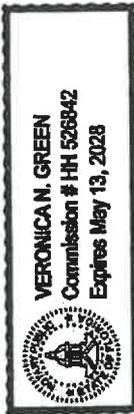
STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of [] physical presence or [] online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida _____ County OF Hillsborough _____
The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this November 5, 2024 (Date) by Paul G. Foley, P.E. (Name of officer or agent) as CEO / President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and [X] 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 November 5, 2024 (Date).

Commission Number #HH 526842 Commission Expiration Date May 13, 2028



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

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 24-174, Professional Engineering Services for North Ridge Trail Project

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: Kisinger Campo & Associates, Corp.

Signature: *Paul G. Foley*

Title: CEO / President

Date: November 5, 2024

State of: Florida

County of: Hillsborough

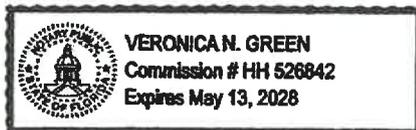
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of November, 2024, by Paul G. Foley, P.E. (name) as CEO / President (title of officer) of Kisinger Campo & Associates, Corp. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *Veronica Green*

Printed Name of Notary Public: Veronica Green

Notary Commission Number and Expiration: #HH 526842 / May 13, 2028

(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 Paul G. Foley, P.E. (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Kisinger Campo & Associates, Corp.
NONGOVERNMENTAL ENTITY


SIGNATURE

Paul G. Foley, P.E.
PRINT NAME

CEO / President
TITLE

November 5, 2024
DATE

Additional Named Insureds

Other Named Insureds

Campo & Associates, PLLC

Doing Business As

Campo & Associates LLC

Campo & Associates, PLLC

KCCS, Inc.

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits AGG	Coverage Code	Form No.	Edition Date	
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Rental Reimbursement	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 Statutory	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing *professional engineering services for the North Ridge Trail Project* 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: 24-174, Professional Engineering Services for North Ridge Trail Project.

Description: Provide professional engineering services for an alignment study and final design services for a roadway project in Northeast Polk County.

Receiving Period: Prior to 2:00 p.m., Wednesday, March 6, 2024

Bid Opening: Wednesday, March 6, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

To receive a copy of **Exhibits A-1, A-2, B, C, D, E, F, and H** please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 24-174 North Ridge Trail Professional Engineering Services.zip**", select "Open" or "Save As" to download **Exhibits A-1, A-2, B, C, D, E, F, and H** of the RFP. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, February 26, 2024, 5:00 p.m.

RFP REGISTRATION

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

RFP Number: 24-174

RFP Title: Professional Engineering Services for North Ridge Trail Project.

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 #24-174, Professional Engineering Services for North Ridge Trail Project.” 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	24-174
RFP Title	Professional Engineering Services for North Ridge Trail Project.
Due Date/Time:	March 6, 2024, 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 michaelguerrero@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 23-174 Tab 1”

“RFP 24-174 Tab 2”

“RFP 24-174 Tab 3”

“RFP 24-174 Tab 4”

“RFP 24-174 Tab 5”

“RFP 24-174 Tab 6”

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 Michael Guerrero at michaelguerrero@polk-county.net.

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-174
Professional Engineering Services for North Ridge Trail Project

Sealed proposals will be received in the Procurement Division, Wednesday, **March 6, 2024, 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/bocccsite/doing-business/bids/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

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

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by February 26, 2024, 5:00 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 engineering services for “alignment study and for final design services for a roadway project in Northeast Polk County (the “Project”) described as follows (see Exhibit A-1 and A-2, Project Location Maps):

A two-lane road beginning at the intersection of North Ridge Trail @ Access Road NW and extending to the south towards I-4. A bridge overpass will be required to cross over I-4. South of I-4, the road will be located directly to the west of the Polk County wastewater treatment plant. The road will intersect with Home Run Blvd @ Crossover Lane. The road will then turn to the east and intersect with FDC Grove Road.

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

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

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

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

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

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

BACKGROUND, PURPOSE, AND SCOPE

Background & Purpose:

Northeast Polk County is experiencing high levels of population and traffic growth. Polk County has identified this roadway project to improve the interconnectivity of the county road network. North Ridge Trail is a planned two-lane facility that will allow local residents

the opportunity to move about the area without accessing US 27 and will provide some relief to US 27 traffic volume.

The County has applied for and received a grant for this project from the U.S. Department of Housing and Urban Development. The grant agreement and associated reference materials are included with this RFP and are listed below:

- Exhibit C – DRGR System Quick Guide
- Exhibit D – HUD Grant Award Letter
- Exhibit E – HUD Grant Agreement
- Exhibit F – HUD Form 1044

SCOPE OF SERVICES

Exclusions

The following is a general outline of the expected work to be provided and is intended only as a guide. In addition, a sample scope of services is provided as Exhibit G to serve the Consultant as a guide of the tasks and deliverables that will be expected as part of the Alignment Study. The specific tasks that make up the actual scope of work shall be determined as part of the Selection Process, Elevation Level 4, Contract Negotiations.

Services that are excluded from this RFP are Construction Engineering Inspection (CEI) services. A CEI firm will be selected by separate RFP at a later date.

Polk County Surveying staff may elect to perform all or some of the following tasks, depending on their workload at the time of project commencement:

- Topographic surveying
- Right-of-Way Mapping
- Preparation of sketches and legal descriptions for right-of-way acquisition

Grant Coordination

The Consultant will perform the regular periodic grant reporting as required by the grant documents. The Consultant will monitor the grant expiration dates and deliverables dates and coordinate extension requests as needed. The Consultant will respond to questions and RAI's from the grant agency. The Consultant will fulfill all of the duties required of the County to satisfy the grant except when the grant or the grant agency specifically requires correspondence or communication directly from a county employee.

Alignment Study

The selected Consultant shall conduct an Alignment Study for the construction of the Project. The general objective is to develop conceptual design alignments, evaluate the alternative alignments to identify and recommend a preferred alignment considering costs and the traffic, physical, cultural, and environmental features of the project corridor, and

prepare preliminary (15%) Line & Grade plans. The Consultant shall use the typical section (Exhibit H) that has previously been developed for North Ridge Trail and is being used on other segments that are currently in final design or have already been constructed.

The selected Consultant shall develop an evaluation matrix considering, but not limited to, the following parameters for the alignment shown as a yellow line on Exhibits A-1 and A-2:

- Land Uses
- Archaeological, Historical and Cultural Resources
- Wetlands and Floodplains
- Traffic
- Geotechnical
- Pond siting locations
- Floral and Faunal Species
- Demographics/Environmental Justice
- Contamination and Hazardous Materials
- Utilities and railroads
- Right of Way requirements and constraints
- Conceptual project costs, including design, land acquisition and construction costs.
- Any additional considerations that in the Consultant's judgment directly impact the selection of the preferred alignment.

The selected Consultant will develop a Corridor Alignment Report presenting the alternatives considered. The County's Corridor Alignment Report Review Checklist is also included as Exhibit B, to serve as a guide for the Consultant. During negotiations, the County shall provide specific guidance as to the information that will be required in the Corridor Report and project deliverables.

The Consultant shall exercise their independent professional judgement in performing their obligations and responsibilities under this Agreement. Roadway improvements shall be designed in accordance with the Florida Greenbook, FDOT Design Manual, Manual of Uniform Traffic Control Devices, FDOT Standard Plans, and any other appropriate texts.

Design of Selected Alignment

The selected Consultant will provide professional engineering services which are required for the design and preparation of engineering reports and calculations, construction plans and cost estimates, permits, specifications and bid contract documents of the recommended alignments from the previously completed studies. Typical tasks that may also be expected include, but are not limited to:

- Project Management services, including contract administration, budget management, invoicing, monthly status reports, project scheduling, coordination with Roads & Drainage Division and subconsultants, and meetings.
- Support services during the bidding process such as answering technical questions about the plans and specifications.
- Post-design services such as reviewing shop drawings, responding to Requests for Information, post-construction services, including preparation of record drawings.
- Permitting services, including attendance at meetings, preparation of permit applications, and responses to requests for additional information (RAI's). It is anticipated that, at a minimum, approvals for the Project will be required from the SWFWMD, FDEP, FDOT, and Polk County Roads and Drainage Division.
- Bid phase services, including preparation of bid documents, attendance at the pre-bid meeting, preparation of bid addenda, preparation of a bid recommendation, and pre-award services.

A more detailed scope of services for Design of Selected Alignment, along with the corresponding compensation and fee schedule, shall be negotiated with the selected Consultant and set forth in a written amendment to the established agreement.

AGREEMENT

The term of this agreement is estimated be for six (6) years after notice to proceed is issued. This term will cover design, right-of-way acquisition, and construction. The agreement will be in effect until the completion of construction. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

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

Tab 1 – Executive Summary

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

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.

- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

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

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

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

Tab 4 – Interaction with County and Regulatory Agency Staff (10 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations, and other related activities. Describe the firm’s ability to work with FHWA, FDOT, FDEP, and SWFWMD in order to successfully fulfill the scope of service. Demonstrate the firm’s knowledge of permitting process. Identify experience in working with County staff such as Roads & drainage (traffic engineering, surveying, project management) and with Real estate Services. (Limit response to one (1) page)

Tab 5 – Timely Completion of Projects (10 Points)

- Describe the firms’ current and future projected workload. Describe specifically the firms’ daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 6 – Surveys of Past Performance (10 Points)

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

BID OPENING

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

Selection Process

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

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

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

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

- **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal. The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- **UNACCEPTABLE (0.0):** The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

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

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

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

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

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

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

Elevation Level 4 (Contract Negotiations)

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

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

RFP PROTEST

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

ATTORNEY'S FEES AND COSTS:

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

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 (Engineering Services for Hillsborough County Road Expansion), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2019)

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 6.
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 24-174, Professional Engineering Services for Northridge Trail Project

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

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

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

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

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

Company Name: _____

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: _____

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 _____, 2023.

ATTEST:

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

Appendix "I" SUPPLEMENTAL-FEDERAL CLAUSES

The County has been awarded and received a Community Project Funding Grant from the U.S. Department of Housing and Urban Development for the services to be provided under the Agreement. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this Bid, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3

(Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the US Department of Housing and Urban Development.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

"Compliance with the Copeland "Anti-Kickback" Act. *(Applicable if subject to Davis-Bacon Act)*

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the US Department of Housing and Urban Development may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "XII")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "XIII"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen.

Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHUD Seal, Logo, and Flags. The Contractor shall not use the DHUD seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific US Department of Housing and Urban Development pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will

all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Federal Labor Standards Provision. HUD-4010, Wage Decision, Form (Attachment E)

WH-347 - Weekly Payroll, Section 3 Clause, HUD Assurance of Compliance form, Section 3 Business Concern Certification for Contracting form, Section 3 Worker and Targeted Section 3 Worker Self-Certification form, Non-Compliance: Qualitative Efforts form and Section 3 Policy Guide for Contractors attached as Appendix II, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

March 1, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 24-174, North Ridge Trail Professional Engineering 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: Question asked and answered.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

ADDENDUM #1

RFP 24-174, North Ridge Trail Professional Engineering Services

Question 1: Is there a cost estimate or budget?

Answer: Based on recent experience, we estimate approximately \$1 million for the study.

Question 2: Is there a start date for the project? Is there an end date?

Answer: The start date for the project will occur immediately upon execution of the Consulting Agreement. Based on recent experience, we estimate the duration of the study to be approximately 16 months.

Question 3: Would we be allowed to provide as a similar experience, projects that were completed by a key team member/s while at another firm?

Answer: No. The project to be identified for Tab 3, Experience and Expertise, Personnel and Technical Resources are to be provided by the Proposer where the services were performed in the capacity as the prime firm.

Question 4: Is there a DBE/MBE/WBE requirement?

Answer: No.

Question 5: Are we allowed to provide a Polk County reference as one of our 3-5 project references (a Polk County shown as similar experience).

Answer: Yes, but the surveys cannot be filled out by any Selection Committee members. The members for this RFP are: Doug Gable, Joe Montoya, William Lorenzo, Jose Fernandez, and Conner Updike.

Question 6: Are we able to re-use survey questionnaires from another Polk County pursuit if they are less than 1 year old?

Answer: Yes, if all questions are the same. Please cross-out the old RFP number and title and replace with the current RFP number and title.



March 6, 2024

Professional Engineering Services for **NORTH RIDGE TRAIL** RFP No.: 24-174

CONTACT INFORMATION:

Michael Campo, PE, Project Manager
201 N. Franklin Street, Suite 400 | Tampa, FL 33602
813.871.5331 | mcampo@kcaeng.com | www.kisingercampo.com



1 | Executive Summary

March 6, 2024

Polk County Procurement Division
330 West Church Street, Room 150, Bartow, FL 33830
Attn: Michael Guerrero, Sr. Procurement Analyst

Re: Professional Engineering Services for North Ridge Trail Project | RFP No.: 24-174

Dear Selection Committee Members:

Kisinger Campo & Associates, Corp. (KCA) is excited to submit this proposal for the North Ridge Trail project in response to Polk County's RFP No. 24-174. Our company has been headquartered in Tampa since our founding in 1976. We are a full-service civil engineering consulting firm providing planning, project development and environment (PD&E) studies, design, permitting, construction engineering and inspection (CEI), and bridge maintenance inspection throughout Florida, North Carolina, and Texas. In our 47 years in operation, we have grown to include a staff of nearly 350 employees with expertise across all major disciplines.

Our Work with Polk County

We have served Polk County for more than 25 years and worked side-by-side with many of the County staff who will help deliver this project (Doug Gable, Joe Montoya, William Lorenzo, Jose Fernandez, Conner Updike, and others). We are very proud to have earned high performance evaluation scores on all of projects for the County.

Our Proposed Management

We propose **Michael Campo, PE**, to serve as Project Manager (PM) for the North Ridge Trail project with assistance from **Richard Harrison, PE**, as Deputy PM. Mr. Campo has 19 years of PD&E and design experience. He has managed major PD&E and design projects including the \$760 million Gandy Boulevard project for the Florida Department of Transportation (FDOT) District Seven (FPID 441250-1).

Our (Very) Similar Experience

We selected Mr. Campo to lead our team for the North Ridge Trail project because of his recent experience on a very similar project for Sarasota County. He recently received environmental approval (Location and Design Concept Approval [LDCA]) from FDOT's Office of Environmental Management (OEM) for Sarasota County's North Sarasota Multimodal Connector project. This project is extremely similar to North Ridge Trail because it involves a new roadway alignment, crosses the interstate highway with a new overpass, includes both PD&E and design/permitting services, and requires approvals from FDOT District One, OEM, and the Federal Highway Administration (FHWA). **Mr. Campo and KCA have the most local experience with approvals for new or widened overpasses crossing interstate highways or other limited-access facilities.** Our experience includes studies for Hillsborough County's 19th Avenue (across I-75), Hillsborough County's Progress Boulevard (across I-75), and Pasco County's Tower Road (across the Suncoast Expressway) along with Sarasota County's North Sarasota Multimodal Connector (across I-75).

We selected Mr. Harrison to be our Deputy PM because of his long history serving Polk County and managing complex design projects. Mr. Harrison's knowledge of Polk County's standards and preferences will ensure KCA will be ready to deliver this project from the start. He recently served the County on the successful Inwood Trail and Thornhill Road Bridge Replacement projects.

Our Commitment

The KCA team has the management skills, technical abilities, resources, personnel, and experience to provide the Alignment Study and design/permitting for the North Ridge Trail in a timely and cost-effective manner. We will provide experienced, innovative, and high-quality services. With our size, structure, and expertise, KCA commits the highest level of service and attention needed to meet the County's goals for the North Ridge Trail project.

Sincerely,



Guillermo Madriz, PE | Vice President/Principal-in-Charge

CONTACT INFORMATION

Kisinger Campo & Associates, Corp.
201 N. Franklin Street, Suite 400 | Tampa, FL 33602
Michael Campo, PE, Project Manager
813.871.5331 / mcampo@kcaeng.com

State of Florida Department of State

I certify from the records of this office that KISINGER CAMPO & ASSOCIATES, CORP. is a corporation organized under the laws of the State of Florida, filed on June 17, 1976.

The document number of this corporation is 505419.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 16, 2024, and that its status is active.

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

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




Secretary of State

Tracking Number: 8113479585CC

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

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



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LICENSEE DETAILS

4:24:55 PM 1/25/2023

Licenses Information

Name:	KISINGER CAMPO & ASSOC., CORP. (Primary Name)
Main Address:	201 N. FRANKLIN STREET 400 TAMPA Florida 33602
County:	HILLSBOROUGH
License Mailing:	201 N. FRANKLIN STREET SUITE 400 TAMPA FL 33602
County:	HILLSBOROUGH
License Location:	201 N. FRANKLIN STREET SUITE 400 TAMPA FL 33602
County:	HILLSBOROUGH

License Information

License Type:	Registry
Rank:	Registry
License Number:	2317
Status:	Current
Licensure Date:	05/10/1977
Expires:	

March 1, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

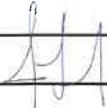
RFP 24-174, North Ridge Trail Professional Engineering Services

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: Question asked and answered.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature:  _____

Printed Name: Guillermo Madriz, PE

Title: Vice President

Company: Kisinger Campo & Associates, Corp. (KCA)

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Kisinger Campo & Associates, Corp. (KCA)

DBA/Fictitious Name (if applicable): _____

TIN #: 59-1677145

Address: 201 N. Franklin Street, Suite 400

City: Tampa

State: FL

Zip Code: 33602

County: Hillsborough

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

Contact Person: Michael Campo, PE, PM

Phone Number: 813.871.5331

Cell Phone Number: 813.215.4298

Email Address: mcampo@kcaeng.com | KCA-marketing@kcaeng.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

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

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kisinger Campo & Associates Corp.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
One Tampa City Center, 201 N. Franklin St., Suite 400

6 City, state, and ZIP code
Tampa, FL 33602

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-					
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or

Employer identification number

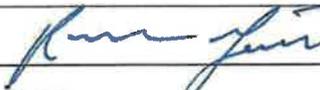
5	9	-	1	6	7	7	1	4	5
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Part II Certification

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 ▶  Date ▶ **1/3/2024**

General Instructions

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

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

Purpose of Form

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

- Form 1099-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.

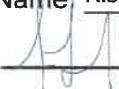
Affidavit Certification Immigration Laws

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

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

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

Company Name: Kisinger Campo & Associates, Corp.

Signature:  Guillermo Madriz, PE

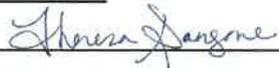
Title: Vice President

Date: March 6, 2024

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of March, 2024, by Guillermo Madriz, PE (name) as Vice President (title of officer) of Kisinger Campo & Associates, Corp. (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: Theresa Sansone

Notary Commission Number and Expiration: GG919576 | Jan. 29, 2028

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: RFP No.: 24-174 | Professional Engineering Services for North Ridge Trail Project

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:

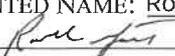
1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

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 6th day of March, 2024.

ATTEST:

By: Kisinger Campo & Associates, Corp.
PRINTED NAME: Ronald Gott
Its: 

CONTRACTOR:

By: Kisinger Campo & Associates, Corp.
PRINTED NAME: Guillermo Madriz, PE
Its: 

2 | Approach to Project



Management Approach

Federal Oversight

It is important to understand at the outset of the North Ridge Trail project that the improvements described in the RFP will require oversight and approval from FHWA and FDOT because the proposed North Ridge Trail overpass will impact I-4 (SR 400), which is a federal facility controlled by FHWA and overseen by FDOT.

As a result, the Alignment Study must also meet the requirements of the National Environmental Policy Act (NEPA) and the FDOT PD&E Manual. An approved Alignment Study (i.e., environmental document) that complies with NEPA and the PD&E Manual is a prerequisite to FDOT executing an Occupancy and Use Agreement (previously called an "Airspace Agreement") with Polk County. That agreement will convey the use of the FDOT limited-access right-of-way (R/W) needed for the North Ridge Trail I-4 Overpass. Further, the County will also need a Break in Limited Access letter of approval from FHWA and a Construction Permit from FDOT to implement the North Ridge Trail I-4 crossing. KCA is experienced at providing all four of these key requirements through our recent work on the North Sarasota Multimodal Connector for Sarasota County (see Tab 3).

Alignment Study NEPA Requirements

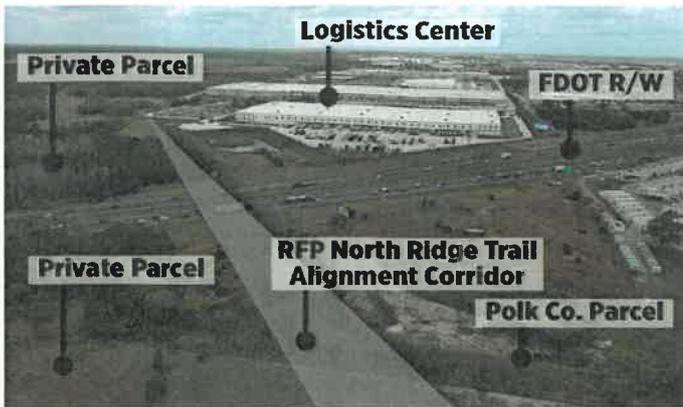
FDOT will oversee and approve the Alignment Study on behalf of FHWA. The FDOT PD&E Manual applies the same general objectives for studies as those described in the RFP with the addition of some specific NEPA documents and criteria that must be addressed. The first is a Purpose and Need statement and ETDM screening. The Purpose and Need is a brief account of why the improvements are proposed and what existing issues they address. For the North Ridge Trail project, it should address relieving the deficient vehicular capacity on parallel US 27 along with the need for an improved linkage between the neighborhoods and logistics centers on each side of I-4 and to enhance safety. The Purpose and Need will be included in an

Advanced Notification package that will be screened using FDOT's ETDM tool, which allows all regulatory agencies to provide initial comment on the project. This early feedback is used to establish the Class of Action for the NEPA study (i.e., what level of documentation is required) and to begin addressing the potential agency concerns that might otherwise delay their approvals and permits later in the process.

FDOT will require the Corridor Alignment Report and Evaluation Matrix to follow the outline and address the items described in Section 3.2.10.2 of the PD&E Manual, which are similar to those described in Exhibit B of the RFP. The PD&E Manual also requires the Alignment Study to incorporate other supporting engineering and environmental documents including a Project Traffic Analysis Report (PTAR) documenting the traffic forecast, a Natural Resource Evaluation (NRE) assessing natural environmental impacts, a Cultural Resource Assessment Survey (CRAS) documenting impacts to cultural resources, a Contamination Screening Evaluation Report (CSER) identifying potential impacts to contaminated sites, a Noise Study Report (NSR) evaluating noise increase to surrounding properties, a Utility Assessment Report (UAR) documenting utility impacts, and a Pond Siting Report (PSR).

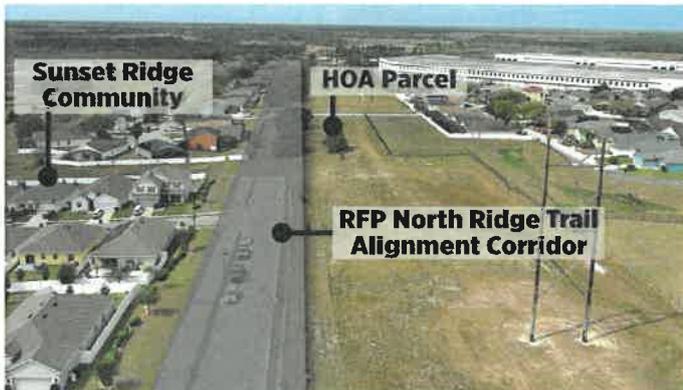
Impacts

Successful management of the North Ridge Trail project extends beyond addressing state and federal regulations. It will also require navigating the specific challenges and risks of a new alignment. KCA and our PM, **Michael Campo, PE**, have strong recent experience on major new alignment projects (see Tab 3). Minimizing the environmental and R/W impacts will be among the primary design challenges for the new alignment in addition to coordinating with FDOT on their constraints for the overpass crossing I-4. Only about 15% of the alignment described in Exhibit A of the RFP is located on publicly owned land. Two private LLC entities own roughly 60% of the RFP alignment and the Sunset Ridge Homeowners Association (HOA) owns roughly 25%.



Public Involvement

Public involvement may be the largest risk to this project's success due to the impacts to the HOA's parcel and the 35 single-family residential properties adjacent to the south end of the new alignment. KCA is experienced at leading public involvement efforts that engage early with stakeholders and target concerns with small group meetings. We will apply that approach to the North Ridge Trail project. We are experienced with conducting public hearings to meet the NEPA and FDOT criteria that will be required for this Alignment Study. We have conducted "hybrid" public hearings, which allow for simultaneous in-person and online participation from the public while meeting all NEPA and FDOT requirements. This hybrid approach extends outreach to parts of the public that may not otherwise have been willing or able to attend.



Project Schedule

Concurrent PD&E and Design Process

The North Ridge Trail RFP includes both an Alignment Study and design for the new roadway. The study and design processes should be conducted concurrently, which provides a great opportunity to accelerate project completion and reduce costs by eliminating redundancies between the processes. KCA is among the most experienced firms at conducting concurrent study and design projects (see Tab 3). We will advance survey, traffic, geotechnical, and environmental data collection early in the project so this data can be used in both the Alignment Study and in design and permitting. We will identify and begin addressing permitting requirements with the environmental agencies while coordinating with them for the Alignment Study, which will accelerate permit approvals during design.

We will only conduct one pond siting analysis and report for both the study and design, which will save time and money. We will also coordinate with the FDOT District One Interstate Strategic Corridor Committee early during the study to get their approval for the key overpass elements (such as minimum vertical clearance and pier location), which will help us obtain the required Break in Limited Access approval letter from FHWA and streamline the FDOT Construction Permit review during design.

Overview and Milestones

The Alignment Study will begin with surveying, traffic counts, and habitat mapping followed by traffic analysis and concept development. Coordination with FDOT will begin with review of the traffic analysis and continue throughout. The design tasks will begin after the Alignment Study concept is approved by the County. Submittal of 60% design plans is targeted just before the Alignment Study public hearing. Permit applications will be submitted following the 60% plans. FDOT OEM approval (LDCA) for the Alignment Study is anticipated at 24 months after notice to proceed (NTP) (standard for studies with FDOT review) and final design and permits are anticipated to be completed at 36 months after NTP.

Technical Approach

Traffic Analysis

According to the D1 Regional Planning Model (D1RPM), US 27 is forecast to have 2045 annual average daily traffic (AADT) of 101,000 vehicles per day (vpd) south of I-4 and 79,000 vpd north of I-4, which will further deteriorate the safety and mobility along US 27. This demonstrates the need for the new North Ridge Trail roadway connection across I-4.

KCA will update and validate the D1RPM to reflect the new alignment of North Ridge Trail roadway and adjacent land use changes. Our preliminary analysis shows a projected AADT of 12,000 vpd along the new road, which justifies the two-lane section in the RFP. The Polk County Transportation Planning Organization (TPO) includes a four-lane section for North Ridge Trail from FDC Grove Road to NW Access Road so both two and four-lane sections will be evaluated.

We will conduct a signal warrant and intersection analysis at FDC Grove Road and evaluate a possible three-leg roundabout, signalization, or other innovative configuration such as continuous Green T-intersection. It is expected the reduction on AADT along US 27 from the new roadway will reduce congestion and thereby improve safety along US 27. We will determine the estimated reduction in the number of crashes at the intersections of US 27 with Citrus Ridge Road, Heller Brothers Boulevard, Home Run Boulevard, I-4 EB and WB ramps, and Waverly Barn Road to document the safety enhancements created by the new roadway.

Roadway/Alignment

The proposed roadway will follow the alignment described in the RFP, which borders the environmental preservation area to the west, warehouses and water treatment facilities to the east, and the Sunset Ridge neighborhood to the south. The first design priority will be to minimize R/W acquisition and environmental impacts. Additionally, we will ensure the RFP typical section can accommodate current and forecast traffic volumes in the design year.

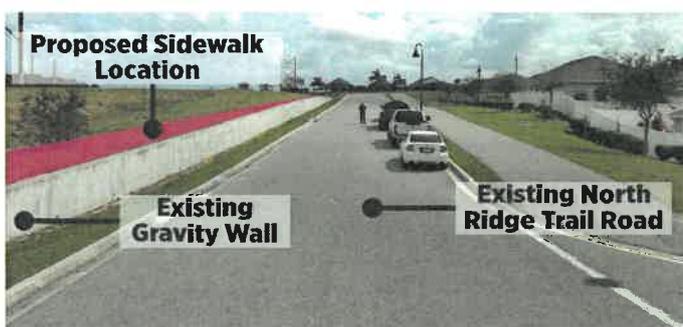


Criteria

We recommend following FDOT Local Agency Program (LAP) criteria. This will provide added benefit from the FHWA/FDOT approval of the Alignment Study to qualifying for federal grants (in addition to the HUD grant) through the LAP program. The North Ridge Trail would be a Class B LAP project, which applies the FDOT Design Manual (FDM) to control the design. The FDM provides criteria based on context classification. The North Ridge Trail is in a Suburban (C3) context per FDOT's Complete Streets guidelines. The typical section in the RFP shows a design speed of 35 mph, which is within the allowable design speed range per FDM Table 201.5.1. Other key elements of the RFP typical section such as lane widths, cross slopes, and shared-use path/trail widths are also consistent with the FDM.

Design Enhancements

During development, we will seek to make enhancements to the initial concept. First, we are aware the County is currently designing improvements at the north terminus for the new roadway (RFP 23-319). We will adjust the pedestrian and shared-use path facilities as needed to ensure they are properly connected to adjacent facilities or safely terminated. Second, on the southwest corner of the new roadway, we recommend considering a shared-use path spur to connect to the nearby Hilochee Osprey Trail Head, which provides access to the adjacent conservation area. Additionally, at the southeast end of the project, there is an existing retaining wall adjacent to the north side of the proposed roadway, which we will look to avoid impacting. This could be accomplished by offsetting the proposed sidewalk further away from the new roadway to place it on the high side of the existing wall with new handrails added to ensure pedestrian safety.



Structures/I-4 Crossing

The proposed North Ridge Trail crossing is approximately 0.8 miles west of the existing US 27 interchange bridge, which has a three-span configuration. All existing I-4 travel lanes and interchange ramps pass under the two outside US 27 bridge spans leaving the median area open for future improvements to the I-4 corridor. However, the existing I-4 median transitions from a width of approximately 160 feet at the US 27 interchange to approximately 66 feet at the proposed North Ridge Trail crossing. Therefore, we recommend a two-span bridge configuration for the new North Ridge Trail overpass. Along I-4, future express lanes and multimodal improvements within the median (i.e., Brightline rail) could be transitioned between US 27 and the new overpass so that westbound general use lanes, express lanes, and multimodal facilities will be located on the north side of the median pier with the corresponding eastbound facilities on the south side. Importantly, this approach will avoid reconstruction of the existing I-4 roadway. The vertical alignment for the overpass may be controlled by FDOT's 23.25-foot minimum vertical clearance over the I-4 median multimodal corridor. However, we will push to use a reduced 18-foot clearance needed specifically for Brightline's use of the multimodal corridor. This will save considerable costs for the bridge, mechanically stabilized earth (MSE) walls, and embankment on the approaches.

Our recommended design will be very similar to the newly constructed CR 557/I-4 interchange bridge, which includes a multi-column pier centered in the I-4 median. Each CR 557 span is approximately 175 feet long and consists of precast prestressed concrete Florida-I beams with a cast-in-place composite concrete deck. Each pier foundation includes driven piles with buried footings. The bridge abutments are comprised of pile bents encompassed by MSE walls.



Geotechnical Considerations

Based on a review of available test borings within close proximity to the proposed bridge structure, the subsurface conditions are anticipated to consist of sandy soils to depths greater than 40 feet below existing grades. This supports our preferred bridge foundation alternative of driven piles.

Utilities

Utility coordination will be particularly important near the proposed bridge abutments near the I-4 limited-access R/W limits. Florida Gas Transmission (FGT) has existing facilities in the project area. Other utilities including FDOT intelligent transportation systems (ITS) fiber-optic lines are present along the outside of the I-4 corridor and must be coordinated with early in the project.

Drainage

The project is located within the Green Swamp Areas of Critical Concern (ACSC). The ponds will be designed for Southwest Florida Water Management District (SWFWMD) and Polk County criteria including additional treatment for this area. The project discharges to Big Creek Reach (WBID 1406), which is impaired for dissolved oxygen. Pollutant loading calculations showing a net nitrogen improvement will be required. The project is located in FEMA flood zone Zone A on the project's western side. This will determine the 100-year elevation; however, impacts are anticipated to be minimal. A PSR will be completed to determine the required sizes and best locations for the ponds. Ponds will be sited to minimize environmental impacts and reduce R/W costs such as utilizing parcel remainders. During design, we will obtain deep pond borings to ensure we maximize the amount of embankment that can be generated on each side of I-4. This will provide cost savings to the project due to reduction of the required fill material needed to be transported into the project and the added benefit of reducing hauling trucks traveling the local streets and US 27. In addition, impacts to the adjacent private stormwater treatment ponds will be minimized.

Environmental/Permitting

KCA enjoys a stellar relationship with the permitting and wildlife agencies and will maintain contact and coordination throughout the study and design. It is anticipated the proposed project will require an Individual Environmental Resource Permit (ERP), a Section 404 Permit, and a National Pollutant Discharge Elimination System (NPDES) Permit. A recent federal court order divested Florida Department of Environmental Protection (FDEP) of its authority to issue State 404 Program permits in Florida. Section 404 permitting will be coordinated through the FDEP or U.S. Army Corps of Engineers (USACE), depending on the status of the State 404 Program at the time of permitting.



The project area is within the U.S. Fish and Wildlife Service's (USFWS) consultation area for the federal-listed sand skink and bluetail mole skink; therefore, coverboard surveys pursuant to the USFWS methodology will likely be required. The KCA team is experienced at conducting skink coverboard surveys and the accompanying USFWS coordination in an efficient and cost-effective manner. The project area is also within the USFWS consultation areas for the Audubon's crested caracara, Everglade snail kite, Florida grasshopper sparrow, Florida scrub jay, and Lake Wales Ridge plants. Based on the lack of suitable habitat

for these species, it is anticipated that no surveys will be required. Suitable habitat does exist within the project area for the state-listed gopher tortoise. We will conduct gopher tortoise burrow surveys. If any burrows require excavation prior to construction, we will obtain the necessary permits in accordance with FWC requirements.

Contamination

There is one regulated storage tank operating "in compliance" within 500 feet of the project. Although significant contamination impacts are not anticipated, a comprehensive CSER will be prepared to understand all potential contamination in the project area.

Cultural Resources

There are five previously recorded archaeological resources within 100 meters of the project. These include JR 58 (PO06112), a prehistoric campsite evaluated as eligible for listing in the National Register of Historic Places (NRHP) by the SHPO, along with four ineligible sites Grove Edge (PO05432), Chip's Chip (PO05431), Lovers Lane 2 (PO06203), and JR 198 (PO06468). Ten previous cultural resource surveys were conducted within the project area; however, these were all focused on the I-4 corridor or prior to implementation of current "Module Three" standards. A CRAS will be provided to analyze the cultural resources and gain SHPO concurrence to support NEPA and permit approvals.

Quality Assurance/Quality Control (QA/QC)

KCA's goal on every project is to prepare documents that are free of errors, complete with accurate data, meet all applicable standards and criteria, and follow the requirements established by the County. QA begins at NTP with the establishment of a QA/QC plan. KCA's PM will be the primary contact with the County and will ensure all work complies with our QA/QC plan throughout the duration of the project. He will maintain clear communications with all team members to exchange information and ensure accurate and current project files. KCA's five-step QA/QC process emphasizes the avoidance of errors and omissions and maintains quality through a rigorous review, revision, and back check process.



3 | Experience, Expertise, Personnel, Technical Resources



North Sarasota Multi-Modal Connector/I-75 Overpass, Lakewood Ranch Development

Sarasota County, FL

KCA was selected by Schroder Manatee Ranch, LLC, on behalf of Sarasota County to provide a NEPA PD&E study and concurrent design and permitting for a new overpass roadway crossing the I-75 limited-access corridor between Fruitville Road and University Parkway in northern Sarasota County. The PD&E study evaluated three independent alignments connecting Cattleman Road south of the University Town Center to an actively developing section Lakewood Ranch, a master planned community in Manatee and Sarasota Counties. The PD&E study addressed Section 4(f) impacts to Nathan Benderson Park, a large regional recreation, and rowing facility adjacent to Cattlemen Road within the project limits. Concept development and design efforts required extensive coordination with FDOT District One to ensure the proposed overpass could accommodate the ultimate 20-lane I-75 typical section. The environmental analysis included Florida Bonneted Bat, Audubon's Crested Caracara, and other surveys needed for NEPA and permitting approvals.

KCA led the extensive public involvement efforts. Our virtual workshop was an effective format to inform the public and obtain their ideas. We are proud of the positive feedback we received from our client. A Public Hearing was conducted to comply with NEPA and FDOT District One standards. Documentation was sent to FDOT OEM for review and approval to maintain eligibility for federal funding. LDCA was received in February 2024.

Key Staff and Project Roles

- » Michael Campo, PE, PM
- » Fathy Abdalla, Ph.D., PE, PTOE, Traffic EOR
- » Ashley Abdel-Hadi, Environmental
- » Diana Albarracin, Public Involvement; PD&E
- » Tricia Caldwell, PE, Structures Design
- » Dick Combs, CEP, PD&E QC
- » Erik Fleming, PE, ENV SP, PD&E
- » Gabe Garcia, PE, Drainage Design
- » Richard Harrison, PE, QA/QC
- » Martin Horwitz, PD&E
- » Guillermo Madriz, PE, Principal-in-Charge
- » Alejandro Mendez, PE, PD&E
- » Tom Pride, Environmental
- » Nick Russin, EI, RSP1, Traffic
- » Josh Robinson, PE, Traffic QC
- » Nicole Selly, ENV SP, PD&E; Public Involvement
- » Craig Singer, PE, PTOE, RSP1, Traffic
- » Tara Spieler, PE, Drainage Design
- » Curt Sprunger, PE, Drainage Design
- » Ali Tayebnejad, PE, Drainage QC
- » Robert Whitman, Environmental
- » Yaney Tukuch, EI, Roadway Design
- » AAG, R/W Acquisition
- » SEARCH, Cultural Resources
- » Tierra, Geotechnical

OWNER/CLIENT CONTACT

Sarasota County
 1840 61st Street | Sarasota, FL 34243
 Ken Stokes, PE, MBA, County PM
 941.861.0884 | kstokes@scgov.net

SIZE

2 miles of roadway

CONSTRUCTION COST

\$20.2 million

COMPLETION DATE

02/2024 (PD&E) | Ongoing (design)

ORIGINAL/FINAL BUDGET

\$1,145,600 (PD&E and design fees)

CHANGE ORDERS

None

TIME EXTENSIONS

None



KEY ELEMENTS

- » **Concurrent PD&E and design**
- » **New alignment**
- » Local municipal project
- » Same PM and key personnel
- » **FHWA/FDOT interstate crossing**
- » Public involvement
- » Roadway design/widening
- » Structures design
- » Drainage design
- » Traffic engineering design
- » Environmental/permitting



SR 56 Extension from Meadow Pointe Boulevard to US 301 Design-Build, FDOT District Seven
Pasco County, FL

Cone & Graham Inc. (C&G) in association with KCA was selected by FDOT District Seven to provide all aspects of the creation of the SR 56 Extension from Meadow Pointe Boulevard to US 301 in Pasco County (including providing the R/W, PD&E re-evaluation, permitting, utility coordination and relocation, design, drainage, and construction). KCA designed the four-lane divided typical section compatible with the ultimate six-lane section and centered in a 250-foot R/W corridor. All ponds were designed and constructed to accommodate the ultimate six-lane typical section with frontage roads. The project also included three new signalized intersections at Meadow Pointe Boulevard, Morris Bridge Road, and US 301.

KCA environmental scientists were responsible for ecological assessment, wetland delineation, and environmental permitting. Our water resource engineering team developed a stormwater management and conveyance system for the new 6.1-mile roadway. Specific tasks included the assessment of the project area for the presence of federal and/or state listed protected species, determination of wetland jurisdictional boundaries and wetland function using UMAM. Wetland impacts exceeded 40 acres and the project required species specific surveys and assessment of impacts for multiple federal and state listed species. Additional tasks included obtaining USACE 404 dredge and fill permit, FDEP NPDES permit, and SWFWMD ERP. The project also included obtaining a FWC gopher tortoise relocation permit to excavate more than 150 gopher tortoise burrows.

Key Staff and Project Roles

- » Michael Campo, PE, PM
- » Fathy Abdalla, Ph.D., PE, PTOE, Traffic EOR
- » Ashley Abdel-Hadi, Environmental/Permitting
- » Tricia Caldwell, PE, Structures Design
- » Richard Harrison, PE, QA/QC
- » Guillermo Madriz, PE, Principal-in-Charge
- » Tara Spieler, PE, Drainage Design
- » Curt Sprunger, PE, Drainage Design
- » Ali Tayebnejad, PE, Drainage QC
- » Robert Whitman, Environmental
- » Tierra, Geotechnical/Contamination

OWNER/CLIENT CONTACT

Cone & Graham
 5101 Cone Road | Tampa, FL 33610
 Dan Egan, Cone & Graham
 813.623.2856 | degan@conegraham.com

SIZE

6.1 miles

CONSTRUCTION COST

\$54 million

COMPLETION DATE

7/2019

ORIGINAL/FINAL BUDGET

\$4.96 million (fees)

CHANGE ORDERS

None

TIME EXTENSIONS

None

KEY ELEMENTS

- » **PD&E re-evaluation and design**
- » **New alignment**
- » Local project
- » Same PM and key personnel
- » Roadway design/widening
- » Flooding evaluations
- » Environmental/permitting
- » Structures design
- » Drainage design
- » Traffic engineering design
- » S&PM, lighting



19th Avenue NE Widening – US 41 to US 301 PD&E Study

Hillsborough County, FL

KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening a two-lane undivided road to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. KCA has developed PD&E documents and 30% design plans. The KCA team ensured our conceptual design met Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA assisted with the required airspace agreement, which was signed by the County Administrator and approved by FDOT and FHWA.

Key Staff and Project Roles

- » Michael Campo, PE, PM
- » Fathy Abdalla, Ph.D., PE, PTOE, Traffic EOR
- » Ashley Abdel-Hadi, Environmental
- » Diana Albarracin, Public Involvement; PD&E
- » Dick Combs, CEP, PD&E
- » Erik Fleming, PE, ENV SP, PD&E
- » Martin Horwitz, PD&E
- » Richard Harrison, PE, QA/QC
- » Guillermo Madriz, PE, Principal-in-Charge
- » Alejandro Mendez, PE, PD&E
- » Josh Robinson, PE, Traffic QC
- » Nicole Selly, ENV SP, PD&E; Public Involvement
- » Craig Singer, PE, PTOE, RSP1, Traffic
- » Tara Spieler, PE, Drainage Design
- » Curt Sprunger, PE, Drainage Design
- » Ali Tayebnejad, PE, Drainage QC
- » Yaney Tukuch, EI, Roadway Design
- » AAG, R/W Acquisition
- » ECHO, Survey, SUE, Utility Coordination
- » SEARCH, Cultural Resources
- » Tierra, Geotechnical

OWNER/CLIENT CONTACT

Hillsborough County
601 E. Kennedy Blvd. | Tampa, FL 33602
Amanda Sotomayor, PE, PM
813.307.1850 | sotomayora@hillsboroughcounty.org

SIZE

6 miles

CONSTRUCTION COST

\$96.3 million

COMPLETION DATE

06/2023

ORIGINAL/FINAL BUDGET

\$2.3 million (PD&E fees)

CHANGE ORDERS

None

TIME EXTENSIONS

None

KEY ELEMENTS

- » **Concurrent PD&E and design**
- » Local project
- » **FHWA/FDOT interstate crossing**
- » Same PM and key personnel
- » Environmental/permitting
- » Traffic analysis
- » Roadway widening
- » Drainage improvements



Progress Boulevard Widening – Magnolia Park Boulevard to Valleydale Drive

Hillsborough County, FL

KCA was selected by Hillsborough County to evaluate improvements along Progress Boulevard. This NEPA PD&E Study assessed widening the existing two-lane undivided roadway from Magnolia Park Boulevard to Valleydale Drive to provide a four-lane divided roadway with enhanced pedestrian and bicycle facilities. The project required widening an existing overpass or constructing a new overpass across the I-75 limited access corridor. KCA's concepts applied a Complete Streets approach that developed a context and environmentally sensitive design. The project was overseen by FDOT District Seven. KCA coordinated with FDOT District Seven DEMO staff to receive LDCA on the Type I CE NEPA document. The KCA team ensured our conceptual designs met the County's Vision Statement (enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders).

Key Staff and Project Roles

- » Michael Campo, PE, PM
- » Fathy Abdalla, Ph.D., PE, PTOE, Traffic EOR
- » Ashley Abdel-Hadi, Environmental
- » Diana Albarracin, Public Involvement; PD&E
- » Tricia Caldwell, PE, Structures
- » Dick Combs, CEP, PD&E
- » Erik Fleming, PE, ENV SP, PD&E
- » Gabe Garcia, PE, Drainage Design
- » Richard Harrison, PE, QA/QC
- » Guillermo Madriz, PE, Principal-in-Charge
- » Alejandro Mendez, PE, PD&E
- » Josh Robinson, PE, Traffic QC
- » Nicole Selly, ENV SP, PD&E; Public Involvement
- » Craig Singer, PE, PTOE, RSP1, Traffic
- » Tara Spieler, PE, Drainage Design
- » Curt Sprunger, PE, Drainage Design
- » AAG, R/W Acquisition

OWNER/CLIENT CONTACT

Hillsborough County
 601 E. Kennedy Blvd. | Tampa, FL 33602
 Amanda Sotomayor, PE, PM
 813.307.1850 | sotomayora@hillsboroughcounty.org

SIZE

0.55 miles

CONSTRUCTION COST

\$11.2 million

COMPLETION DATE

10/2023

ORIGINAL/FINAL BUDGET

\$1.65 million (PD&E fees)

CHANGE ORDERS

None

TIME EXTENSIONS

None

KEY ELEMENTS

- » **Concurrent PD&E and design**
- » Local project
- » **FHWA/FDOT interstate crossing**
- » Same PM and key personnel
- » Environmental/permitting
- » Traffic analysis
- » Roadway widening
- » Drainage improvements



US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design
Hillsborough and Pinellas Counties, FL

KCA was selected by FDOT District Seven to conduct a PD&E study for Gandy Boulevard from East of 4th Street North in Pinellas County to Westshore Boulevard in Hillsborough County as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project’s purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing EB and WB bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT’s Strategic Intermodal System (SIS). The PD&E evaluated improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement was also evaluated as part of this project. KCA developed three alternatives, analyzed the need for managed lanes, and assessed the project’s impact on the social, economic, cultural, natural, and physical environment.

Key Staff and Project Roles

- » Michael Campo, PE, PM
- » Fathy Abdalla, Ph.D., PE, PTOE, Traffic EOR
- » Diana Albarracin, Public Involvement; PD&E
- » Scott Betz, PE, CBI, Structures
- » Tricia Caldwell, PE, Structures
- » Dick Combs, CEP, PD&E
- » Erik Fleming, PE, ENV SP, PD&E
- » Richard Harrison, PE, QA/QC
- » Martin Horwitz, PD&E
- » Guillermo Madriz, PE, Principal-in-Charge
- » Alejandro Mendez, PE, PD&E
- » Nick Russin, EI, RSP1, Traffic
- » Craig Singer, PE, PTOE, RSP1, Traffic
- » Tara Spieler, PE, Drainage Design
- » Curt Sprunger, PE, Drainage Design
- » SEARCH, Cultural Resources
- » Tierra, Geotechnical/Contamination

OWNER/CLIENT CONTACT

FDOT District Seven
 11201 McKinley Drive
 Tampa, FL 33612
 Craig Fox, PE
 813.975.6082 | craig.fox@dot.state.fl.us

SIZE

2.6-mile bridge
 7 miles of roadway

COST

\$598.6 million (construction cost)
 \$760 million (total project cost)

COMPLETION DATE

12/2024 (design estimated completion; LDCA is pending approval)

ORIGINAL/FINAL BUDGET

\$8 million (PD&E and 60% design fees)

CHANGE ORDERS

None

TIME EXTENSIONS

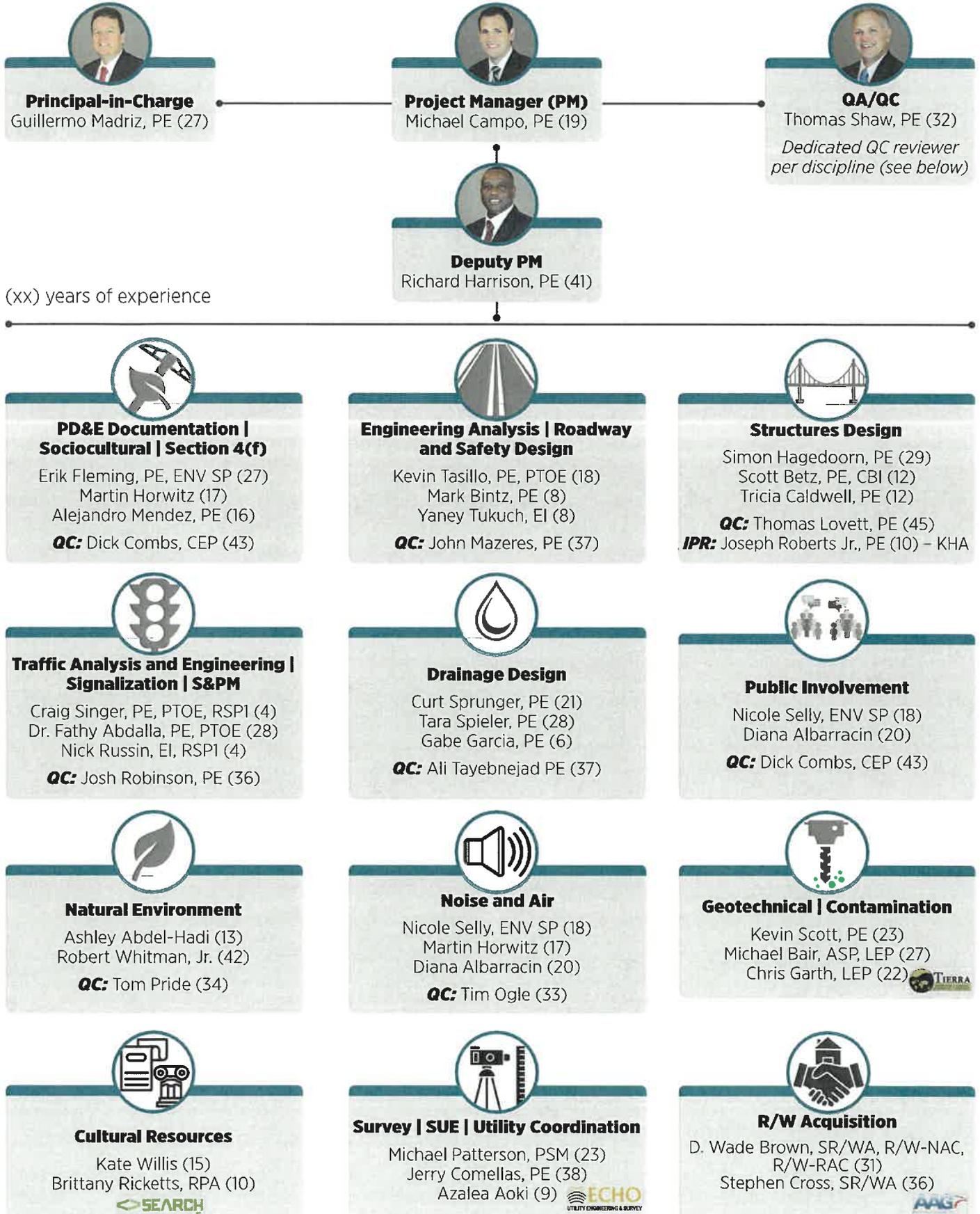
None

KEY ELEMENTS

- » **Concurrent PD&E and design**
- » Same PM and key personnel
- » Local project
- » Traffic analysis
- » Roadway widening
- » Safety improvements
- » Drainage improvements
- » Accelerated schedule

Tab 3-6

ORGANIZATIONAL CHART



Subconsultants

Our team consists of five subconsultants to complement KCA who are qualified to provide the technical support necessary to successfully perform the tasks envisioned for this project. KCA has an excellent working relationship with each subconsultant on our proposed project team. We have worked with each team member in a variety of capacities and on numerous projects. These relationships have been established over many years and continue today. Their qualifications and experience are highlighted below. Key personnel resumes, including current position/title, project assignment, areas of expertise, experience, training, and qualifications, appear at the end of this section.

American Acquisition Group, LLC (AAG) | R/W Acquisition

Established in 1993, AAG, is a full-service R/W firm providing acquisition, relocation, and appraisal services for numerous public, semi-public, and private sector clients throughout the southeastern U.S. for transportation, pipeline and utility R/W projects. AAG is prequalified in R/W acquisition appraisal, acquisition negotiations, relocation assistance, and property management in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) for Departments of Transportation in Florida, Texas, North Carolina, Alabama, and Virginia. AAG has acquired more than \$300 million in R/W since the firm's inception. They have three Florida Certified General Real Estate Appraisers; association with four additional Florida Certified General Real Estate Appraisers; associate membership with the Appraisal Institute. Their relevant experience includes:

- » CR 547 at Holly Hill Road, Polk County
- » N. Galloway Road at Sleepy Hill Road Roundabout, Polk County
- » Gibson Oaks Water Production Facility, Polk County
- » CR 542 at Combee Road, Polk County

ECHO UES, Inc. (ECHO) | Survey/Mapping; SUE; Utility Coordination

ECHO was founded by a group of partners with civil engineering, surveying, construction, and utility/GIS backgrounds, who believe in providing high-quality and reliable utility and survey data to design better, build faster, and safely enhance engineering, design, construction, and maintenance of infrastructure. ECHO has provided its services for over 7 years and currently has three offices in the state of Florida located in Tampa, Orlando, and Gainesville. ECHO currently employs 110 full-time employees and has 33 field crews that will provide services for this project.

ECHO was founded in 2017 to provide SUE and survey/mapping professional services throughout Florida for a variety of projects, assisting owners, engineers, and constructors improve their performance throughout the entire project cycle, from design to construction and maintenance of infrastructure. In 2021, ECHO also began offering utility coordination services to firms throughout the state to fully round out their service offerings. Relevant projects include:

- » West Pipkin Road Widening, Polk County
- » US 92/SR 600 at Fish Hatchery Road, Polk County, FDOT District One
- » SR 60 W. of Diesel Road, Polk County, FDOT District One
- » US 98 from CR 540A to SR 540, Polk County, FDOT District One
- » SR 35/US 17 from North of Bridge 160233 to South of Lunn Road, Polk County, FDOT District One

Kimley-Horn & Associates, Inc. (KHA) | Structures Independent Peer Review (IPR)

KHA was founded as a transportation firm in 1967 and is now one of the largest and fastest growing full-service consulting firms in Florida. Their permanent staff is comprised of more than 7,500 professional, technical, and support staff nationwide, including 1,350 employees in 19 offices throughout Florida. KHA remains one of the few employee-owned consulting firms in the nation.

Structural engineering has been a specialty discipline at KHA in Florida for more than 50 years. The firm offers expertise in design, construction, inspection, and evaluation of a variety of structures, including bridges, culverts, buildings, parking facilities, seawalls, retaining walls, commercial facilities, warehouses,

MBE COMMITMENT

KCA is committed to the business development of disadvantaged, minority, and/or women-owned businesses. In fact, FDOT awarded KCA an "A" for exceeding the statewide disadvantaged business enterprise utilization goal for 2023—a testament of our strong commitment to our MBE subconsultant partners. For this project, we have included two MBE firms and one SBE firm to enhance our commitment.

OFFICE LOCATION

711 N. Sherrill St., Suite B
Tampa, FL 33609

SBE-certified (FDOT)



OFFICE LOCATION

4803 George Rd., Suite 350
Tampa, Florida 33634

MBE-certified (State of Florida)

DBE-certified (FDOT)



OFFICE LOCATIONS

201 N. Franklin Street, Suite 1400
Tampa, FL 33602
200 South Orange Avenue, Suite 600
Orlando, FL 32801

Kimley»Horn

Tab 3-8

water plants, and water control structures. In addition, KHA provides forensic evaluations, hurricane preparedness, and damage assessment services. Their engineers are also very familiar with local, state, federal, and national design codes and requirements and well versed in the design and analysis of concrete, steel, wood, and masonry structures.

SEARCH, Inc. (SEARCH) | Cultural Resources

Overland and underwater, SEARCH is an archaeology firm that deploys the full spectrum of cultural heritage services worldwide. SEARCH's staff are cultural resource industry leaders, pioneers, and subject matter experts across 45 market, regional, and research sectors. Since 1993, SEARCH has completed more than 5,000 government and commercial projects in 48 US states, 6 US territories, and 39 countries spanning 7 continents and 4 oceans. By integrating science, technology, and creativity, SEARCH harnesses the power of the past to advance the projects, places, and people it serves.

SEARCH is a federally certified woman-owned business with a staff of more than 300 professionals. We routinely execute multiple concurrent projects and can deploy 20+ field teams due to the agility of their professional, highly organized workforce. SEARCH's staff includes a broad range of terrestrial and maritime archaeologists; material cultural specialists; architectural historians; historians; public outreach and media experts; terrestrial, maritime, and drone-based remote sensing specialists; professional editors; and GIS/graphics specialists.

SEARCH has been working in the transportation sector for 25 years and has completed more than 1,000 transportation projects. Relevant projects include:

- » Philip Mound Site 8P0442 at Bellini Preserve, Polk County
- » Phase I CRAS of the Lake Annie Wetland Restoration Project, Polk County
- » CRAS for the North Lake Reedy Boulevard Bridge Replacement (Bridge No. 164302) and Bridge Removal (Bridge No. 164303), Polk County

Tierra, Inc. (Tierra) | Geotechnical/Contamination

Tierra is a full-service consulting geotechnical, environmental and construction materials testing engineering firm that was formed with the intent of building upon the many years of combined experience of their founding principals. Tierra is a Florida-certified Minority Business Enterprise (MBE). Tierra began operations in Florida in May 1992 and has offices in Tampa, Winter Garden, and Pensacola, Florida. Tierra's staff of nearly 200 professionals includes principal engineers and technicians certified through CTQP, ACI, and state programs with 5 to more than 30 years of experience in contamination assessments, geotechnical, construction, laboratory and field materials testing and inspection services. Tierra features Doctoral and Master's Degree level educational background among their Registered Professional Engineers on staff.

Tierra has served as geotechnical and environmental engineering consultants to a large variety of public and private clients. Tierra's staff of geotechnical engineers have completed geotechnical evaluations to guide the design of numerous projects constructed on previously mined land. Tierra's engineers understand the variable subsurface conditions that remain from mining operations, including overburden soils, tailing sands, and phosphatic waste clay (slime). The firm has provided geotechnical investigations and designs for properties in Lakeland, and surrounding areas, that have been built atop previously mined land including the Home Depot in South Lakeland, Lake Pointe Village (north of Mulberry), Sunstate Homes Waterview Development, and Christina Boulevard residential development (south of Lakeland), to name a few. Through this experience, the firm understands how problematic building on previously mined lands can be, even for site driveways, parking areas and at-grade recreation fields. Relevant projects include:

- » Galloway Road at West 10th Street Intersection Design
- » Kathleen Road at Campbell Road Intersection Design
- » Swindell Road at Galloway Road Intersection Alignment Study
- » CR 54 at Westside Boulevard/Westside Lakes Road
- » CR 54 (Ronald Reagan Parkway) at Heritage Pass/Briargrove Avenue
- » Edgewood Drive (Harden Boulevard to Lincoln Avenue), City of Lakeland

OFFICE LOCATION

3117 Edgewater Dr.
Orlando, FL 32804



OFFICE LOCATION

7351 Temple Terrace Hwy.
Tampa, FL 33637

MBE-certified (State of Florida)



Tab 3-9

Staff's Availability and Location

With a skilled team of professionals and technicians, we possess the capability to promptly allocate extra staff as needed, ensuring no compromise in the quality of our work. This flexibility positions KCA as the ideal candidate for this contract, given our proven track record in successfully executing technically challenging projects within tight deadlines. See the table below for the availability and locations of key project team members.

Team Member and Role	Office Location	Availability
Michael Campo, PE, PM	Tampa, FL	80%
Richard Harrison, PE, Deputy PM	Tampa, FL	75%
Kevin Tasillo, PE, PTOE, Engineering Analysis Roadway and Safety Design	Orlando, FL	65%
Mark Bintz, PE, Engineering Analysis Roadway and Safety Design	Orlando, FL	85%
Nicole Selly, ENV SP, Public Involvement Noise and Air	Tampa, FL	70%
Erik Fleming, PE, ENV SP, PD&E Documentation Sociocultural Section 4(f)	Tampa, FL	60%
Simon Hagedoorn, PE, Structures Design	Orlando, FL	75%
Scott Betz, PE, CBI, Structures Design	Tampa, FL	80%
Craig Singer, PE, PTOE, RSP1, Traffic Analysis and Engineering Signalization S&PM	Orlando, FL	85%
Dr. Fathy Abdalla, PE, PTOE, Traffic Analysis and Engineering Signalization S&PM	Tampa, FL	65%
Curt Sprunger, PE, Drainage Design	Tampa, FL	75%
Tara Spieler, PE, Drainage Design	Tampa, FL	70%
Ashley Abdel-Hadi, Natural Environment	Tampa, FL	75%
Robert Whitman, Jr., Natural Environment	Tampa, FL	50%
Martin Horwitz, Noise and Air	Orlando, FL	60%
Wade Brown, SR/WA, R/W Acquisition (AAG)	Tampa, FL	70%
Michael Patterson, PSM, Survey SUE Utility Coordination (ECHO)	Tampa, FL	50%
Jerry Comellas, PE, Survey SUE Utility Coordination (ECHO)	Tampa, FL	60%
Joseph Roberts Jr., PE, Structures Design Independent Peer Review (KHA)	Orlando, FL	40%
Kate Willis, Cultural Resources (SEARCH)	Orlando, FL	55%
Kevin Scott, PE, Geotechnical/Contamination (Tierra)	Tampa, FL	65%



Education

- MBA, University of Notre Dame, 2005
- B.S., Business Finance, University of Florida, 2004
- B.S., Civil Engineering, University of Florida, 2004

Registrations/Certifications

- Professional Engineer: Florida, 70651; North Carolina, 041246

Affiliations

- American Society of Civil Engineers
- Florida Engineering Society

Software

- MicroStation, Geopak, and Autodesk Civil 3D

Areas of Specialization

Project Management/Coordination ● PD&E Studies
● Roadway Design ● Arterial Highway Widening
Reconstruction ● Utility Coordination/Relocation ●
Resurfacing, Restoration, and Rehabilitation ● Access
Management ● Pavement Design

Project Experience

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Role:** Project Manager

19th Avenue NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening 19th Avenue NE, a two-lane undivided road, from US 41 to US 301 to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access right-of-way (R/W). KCA is developing PD&E documents and 30% design plans. The KCA team is ensuring our conceptual design meets Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA is assisting with the required airspace agreement, which will be signed by the County Administrator and approved by FDOT and FHWA. **Role:** Project Manager

Progress Boulevard Widening – Magnolia Park Boulevard to Valleydale Drive, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate the widening of Progress

Mr. Campo has 19 years of experience and will bring an exceptional level of knowledge in complex project management, FDOT guidelines, and transportation solutions on the state, county, and local levels. His expertise in transportation planning, engineering, and design involves a broad array of projects including PD&E studies, interstate widening, arterial highway reconstruction, and resurfacing, restoration, and rehabilitation (RRR) projects. His involvement includes project management, roadway design, technical report preparation, and post-design support. Mr. Campo has managed many PD&E and design projects that have included urban/suburban, arterial widening, grade separation, intersection improvements, and roadway extensions. He currently serves as Deputy PM for the Hillsborough County Maydell Drive Bridge Replacement PD&E and Design project. Additionally, Mr. Campo recently served as PM and Roadway Engineer-of-Record (EOR) for the design of FDOT District Seven's \$54 million project extending SR 56 to US 301 in Pasco County, which includes the construction of eight bridge/bridge culverts along the new project alignment. He has been with KCA throughout his entire career and has served clients including FDOT, local municipalities, private clients, and transportation authorities.



Boulevard and roadway improvements to S. 78th Street. This PD&E study involves widening Progress Boulevard, a two-lane undivided road, from Magnolia Park Boulevard to Valleydale Drive to provide a four-lane divided facility with enhanced pedestrian, bicycle, and bus facilities. Widening Progress Boulevard will require widening the existing I-75 overpass or constructing a new overpass spanning the interstate. Improvements to S. 78th Street, a two-lane undivided road from Progress Boulevard to Causeway Boulevard, includes turn lane improvements and enhanced pedestrian, bicycle, and bus facilities. KCA will develop PD&E documents and 30% design plans. The KCA team will ensure our conceptual designs meet the County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). **Role:** Project Manager

US 92/SR 600/Gandy Boulevard PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA is conducting a PD&E study for Gandy Boulevard as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's SIS. The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. **Role:** Project Manager

Education

- BSCE, University of South Florida, 1999
- A.A., Hillsborough Community College, 1995

Registrations

- Professional Engineer: Florida, 66644; Georgia, 32570; North Carolina, 043693

Certifications

- Advanced Work Zone Traffic Control, 046-H625-750-62
- ADA for Designers
- Highway Geometric Design
- Guardrail for Designers
- Excellence and Quality in Project Management, Module 1A, 1B, 3A, 3B, 4A
- Specification Package Preparation (Certified)
- Computation Book Preparation

Mr. Harrison has 41 years of specialized engineering experience includes roadway design, and he currently serves as KCA's Quality Assurance (QA) Manager. In his role as QA Manager, Mr. Harrison is responsible for reviewing every submittal to ensure our Quality Control process has been followed and documented correctly. His project management experience includes

leading projects on interstate, state, and local roads. His design experience includes all geometric aspects of interstate highways and interchanges, major/minor highway widening, intersections, and minor structures, stormwater, erosion control, temporary traffic control, signing and pavement marking (S&PM), and cost estimating. Mr. Harrison has served as PM and Roadway Engineer-of-Record (EOR) for several FDOT and local municipality projects.

**Project Experience**

CR 550 (Overlook Drive), Polk County, FL. This \$2.6 million project consisted of upgrading 3 miles of a substandard two-lane roadway along with intersection improvements at SR 540 and Cypress Gardens Road. The project analyzed various alternatives including no-build, addition of sidewalk only, widened two-lane section, and three-lane section. The project included base map development, conceptual layouts for each alternative, traffic analysis, evaluation of wetland, floodplain and drainage impacts, utility investigation, Level I Hazardous Waste Assessment, right-of-way requirements, cost estimates, and public involvement. Coordination efforts with SWFWMD, USACE, FDEP, City of Winter Haven, and USFWS were required. **Role:** Project Manager

SR 56 Extension from Meadow Pointe Boulevard to US 301 Design-Build, FDOT District Seven, Pasco County, FL. Cone & Graham Inc. (C&G) in association with KCA, provided all aspects of the creation of the SR 56 Extension from Meadow Pointe Boulevard to US 301 in Pasco County (including providing the right-of-way, PD&E re-evaluation, permitting, utility coordination and relocation, design, drainage, and construction). KCA designed the four-lane divided typical section compatible with the ultimate six-lane section and centered in a 250-foot right-of-way corridor. All ponds were designed and constructed to accommodate the ultimate six-lane typical section with frontage roads. The project also included three new signalized intersections at Meadow Pointe Boulevard, Morris Bridge Road, and US 301. **Role:** QA/QC

US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA was selected by FDOT District Seven to conduct a PD&E study for Gandy Boulevard from East of 4th Street North in Pinellas County to Westshore Boulevard in Hillsborough County as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge.

The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's Strategic Intermodal System (SIS). The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. KCA will develop three alternatives, analyze the need for managed lanes, and assess the project's impact on the social, economic, cultural, natural, and physical environment. **Role:** QA/QC

19th Ave. NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening a two-lane undivided road to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. KCA has developed PD&E documents and 30% design plans. The KCA team ensured our conceptual design met Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA assisted with the required airspace agreement, which was signed by the County Administrator and approved by FDOT and FHWA. **Role:** QC Manager



Education

- B.S., Civil Engineering, Northeastern University, 1995

Registrations/Certifications

- Professional Engineer: Florida, 56685 (2001)
- Envision Sustainability Professional

Areas of Specialization

Project Management Coordination ● PD&E Studies

Mr. Fleming has 28 years of extensive experience in preliminary alignment studies, access management evaluations, Interchange Operational Analysis Reports (IOAR), System Interchange Modification Reports (SIMR), Interchange Justification Reports (IJR), and Project Development and Environment (PD&E) studies. He has design experience on Florida Department of Transportation (FDOT) and county projects ranging from preliminary alignment studies to major interstate/expressway design. In addition, he has expertise in design criteria, typical section packages, coordinating geometry, access management, design variation and exception requests, maintenance of traffic, and cost estimates. Erik was also heavily involved in conducting the Interchange Concept Review training for FDOT District One.



Project Experience

19th Avenue NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening 19th Avenue NE, a two-lane undivided road, from US 41 to US 301 to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access right-of-way (R/W). KCA is developing PD&E documents and 30% design plans. The KCA team is ensuring our conceptual design meets Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA is assisting with the required airspace agreement, which will be signed by the County Administrator and approved by FDOT and FHWA.
Role: Project Engineer

US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA was selected by FDOT District Seven to conduct a PD&E study for Gandy Boulevard from East of 4th Street North in Pinellas County to Westshore Boulevard in Hillsborough County as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges.

The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's Strategic Intermodal System (SIS). The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. KCA will develop three alternatives, analyze the need for managed lanes, and assess the project's impact on the social, economic, cultural, natural, and physical environment.
Role: Project Engineer

Progress Boulevard and S. 78th Street Improvements PD&E and Design, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate the widening of Progress Boulevard and roadway improvements to S. 78th Street. This PD&E study involves widening Progress Boulevard, a two-lane undivided road, from Magnolia Park Boulevard to Valleydale Drive to provide a four-lane divided facility with enhanced pedestrian, bicycle, and bus facilities. Widening Progress Boulevard will require widening the existing I-75 overpass or constructing a new overpass spanning the interstate. Improvements to S. 78th Street, a two-lane undivided road from Progress Boulevard to Causeway Boulevard, includes turn lane improvements and enhanced pedestrian, bicycle, and bus facilities. KCA will develop PD&E documents and 30% design plans. The KCA team will ensure our conceptual designs meet the County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders).
Role: Chief PD&E Engineer



Education

- M.Ed., Secondary Science Education, University of Florida, 2002
- B.S., Environmental Science, University of Florida, 2001

Certifications

- FDEP Wetland Delineation Training
- FDEP Qualified Stormwater Management Inspector, #8858
- FHWA Traffic Noise Model 2.5
- FHWA Traffic Noise Fundamentals
- Florida Dept. of Management Services, Florida Certified Contract Manager
- USFWS Approved Florida Bonneted Bat Acoustic Surveyor
- PADI Certified SCUBA Diver

Areas of Specialization

National Environmental Policy Act ● FDOT Project Development & Environment (PD&E) Study Process ● Environmental Permitting ● Wetland Delineation ● Protected Species Assessment/Permitting ● Ecological Assessment/Documentation

Project Experience

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Role:** PD&E

19th Ave. NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening a two-lane undivided road to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. KCA has developed PD&E documents and 30% design plans. The KCA team ensured our conceptual design met Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA assisted with the required airspace agreement, which was signed by the County Administrator and approved by FDOT and FHWA. **Role:** PD&E

US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA was selected by FDOT District Seven to conduct a PD&E study for Gandy Boulevard from East of 4th Street North in Pinellas County to Westshore Boulevard in Hillsborough County as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's

As a scientist for 17 years, Mr. Horwitz has extensive experience in managing and conducting public and private sector projects. He has experience with State Funded PD&E studies and NEPA documentation which includes State Environmental Impact Report (SEIR), Type 2 Categorical Exclusions, public involvement, Natural Resource Evaluation Reports, Wetland Evaluation Reports, Endangered Species Biological Assessments, Cultural Resource Assessment Survey, Noise Study Reports, etc. His experience also includes wetland delineation, protected species surveys, and environmental permitting. Mr. Horwitz has managed projects for private development, FDOT District One and Florida's Turnpike Enterprise, which included participating in numerous studies that required the development and evaluation of project alternatives along with public involvement, particularly in the field of transportation.



purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's Strategic Intermodal System (SIS). The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. KCA will develop three alternatives, analyze the need for managed lanes, and assess the project's impact on the social, economic, cultural, natural, and physical environment. **Role:** Senior Environmental Scientist

SR 70 from CR 29 to Lonesome Island Rd. PD&E Study, FDOT District One, Highlands County, FL. KCA was selected by FDOT District One for the PD&E Study of SR 70 from CR 29 to Lonesome Island Rd. in Highlands County. For this PD&E study, KCA will evaluate the rehabilitation or replacement of a 4.4-mile segment of SR 70, which serves as an east-west corridor across Central Florida from Bradenton to Fort Pierce. Within the study limits, the SR 70 corridor is classified as a rural principal arterial and is a part of the Strategic Intermodal System (SIS). The existing roadway is a two-lane undivided facility with 10-foot travel lanes and 6-foot (4-foot paved) shoulders. SR 70 is exhibiting severe pavement distress. FDOT conducted a geotechnical investigation and determined unsuitable material beneath the roadbed is likely the cause of the pavement distresses. Segments of SR 70 will need to be reconstructed to remove the unsuitable material to maintain an acceptable pavement condition. The existing 50-foot R/W width is a key constraint that must be addressed in the study. The narrow shoulders and border area along with the deep canals make reconstructing the roadway infeasible within the existing R/W. As a result, additional R/W must be acquired to reconstruct and rehabilitate the existing roadway. KCA will not only be looking at the reconstruction of the existing two-lane roadway, but will also assess the need for a four-lane divided roadway. **Role:** Project Manager



Education

- MSCE, University of Central Florida, 2016
- BSCE, University of Buffalo, 2005

Registrations/Certifications

- Professional Engineer: Florida, 71411
- Professional Traffic Operations Engineer, 3856
- Specification Package Preparation (Certified)
- FDOT Temporary Traffic Control - Advanced
- FDOT LRE Training

Affiliations

- American Society of Civil Engineers, 396587
- Florida Engineering Society, 9019376

Areas of Specialization

- Roadway Design ● Rural and Urban Roadways ● Typical Section Packages ● Pavement Design ● Utility Coordination ● Maintenance of Traffic ● Signing and Pavement Markings

Project Experience

SR 20 from Alachua County Line to SW 56th Avenue, FDOT District Two, Putnam County, FL. This project involves widening SR 20 from a rural two-lane undivided roadway to an urban four-lane divided roadway from the Alachua County Line to SW 56th Avenue in Putnam County, which will increase capacity, improve overall safety, and connect additional widening projects to facilitate east/west movements across the state. Additionally, KCA will design bike lanes, 5-foot sidewalks, and a 10-footwide multi-use path along the south side of SR 20. KCA is providing design services for the replacement of the existing bridges at Fowlers Prairie, which are located in rural Putnam County over a small non-tidal waterway. The replacement bridges are 300 feet long with five 60-foot spans. **Role:** PM

CR 437 Realignment, Lake County, FL. KCA is designing a 1.3-mile-long realignment of CR 437 from CR 437 (West) to the intersection of CR 437 (East) and Sorrento Ave. (SR 46). This realignment will act as a bypass to direct traffic away from the Town of Sorrento's downtown core to facilitate future plans for Sorrento's core to be developed into a pedestrian and bicycle friendly downtown. The proposed realignment will be a two-lane facility with a sidewalk on one side and a trail on the other. The median will initially be grassed, but with future landscaping anticipated. The realignment segment will include new roundabouts at Central Ave., Mary St., and Hunter Ave., and an improved signalized intersection at Sorrento Ave. (SR 46). The project also includes new stormwater management and floodplain compensation facilities, associated permitting, and a public engagement plan that involves small stakeholder meetings and public meeting. **Role:** Roadway EOR

SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike, CFX, Orange County, FL. This project is the southern component of an overall plan to widen SR 429 in three segments from Stoneybrook West Parkway (South) to SR 414. This project will provide additional capacity and increase the level of service (LOS) by adding an additional through lane with inside widening and constructing full-depth inside shoulders to serve as incident management lanes now, and part-time shoulder use (PTSU) lanes in the future. Auxiliary lanes are being added between the CR 535 and the Turnpike Interchange and all mainline bridges (Stoneybrook West Parkway [South], CR 535, and Stoneybrook West Parkway

Mr. Tasillo has 18 years of roadway design experience and has served as a project engineer and Engineer-of-Record (EOR) on a variety of roadway projects involving both state and local governments. His experience consists of a wide range of projects involving limited access, rural and urban typical sections—varying from high- to low-design speeds. He also has extensive knowledge and experience in all aspects of transportation design including geometric design, sidewalks, and Americans with Disabilities Act (ADA) design, access management, signing and pavement marking (S&PM), and maintenance of traffic (MOT) plans. In addition, he has authored and served as EOR for design documents involving pavement designs, design variations and exceptions, typical section packages, specifications packages, and utility conflict matrices.



[North]) will be widened to accommodate the capacity improvements. Additional improvements include milling and resurfacing the existing lanes, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, and geotechnical analysis. **Role:** Roadway EOR

SR 528 from East of SR 524 (Industry Road) to East of SR 3, FDOT District Five. This project involves widening a 3.6-mile-long segment of SR 528 from four to six lanes with the additional lanes being express lanes. The US 1 and SR 3 interchanges will be reconstructed as will the WB bridge over the Indian River, and Indian River relief bridges. KCA will also design a shared-use trail from US 1 to SR 3, which will be part of the East Coast Greenway Trail. Additionally, the corridor will also accommodate improvements proposed by All Aboard Florida. KCA will assist with the PD&E re-evaluation for the proposed express lanes. The KCA Team will provide roadway and structures design, drainage/permitting, environmental, S&PM/traffic/signals, geotechnical/contamination, ITS/lighting, public involvement, utility coordination, surveying and mapping/SUE, landscape architecture, and architecture services. **Role:** Roadway Engineer

SR 50 Widening from SR 35 (US 301) to West of CR 757, FDOT District Five, Hernando and Sumter Counties, FL. As a major subconsultant, KCA was selected by FDOT District Five to design the widening of SR 50 from SR 35 (US 301) in Hernando County to West of CR 757 in Sumter County including a new bridge over the Little Withlacoochee River at the County Line. The primary purpose for this 7-mile-long project is to improve SR 50 by increasing capacity and reducing safety issues associated with traditional two-lane rural roadways. This segment of SR 50 provides access to I-75, is a hurricane evacuation route, and was recently designated as an Emerging Strategic Intermodal System (SIS) highway. It is also one of the last segments of SR 50 in Florida that is still a two-lane road. A majority of the highway traverses the environmentally sensitive Withlacoochee State Forest. KCA is providing roadway design, traffic engineering, and drainage design for the 2-mile section from the Hernando/Sumter County Line to West of CR 757. **Role:** PM



Education

- BSCE, University of Central Florida

Registrations/Certifications

- Professional Engineer: Florida, 88686
- FDOT Temporary Traffic Control (TTC) - Advanced
- FDOT Specifications Package Preparation Training for Consultants (5 CE Credits)

Areas of Specialization

Transportation Design ● Project Management ● Design-Build ● Highways and Interchanges ● Intersections ● Resurfacing, Restoration, and Rehabilitation (RRR) ● Temporary Traffic Control

Software

MicroStation ● GIS ● AutoCAD

Mr. Bintz has eight years of roadway design experience and started working in the KCA Orlando office in May 2015. He has experience with design software such as MicroStation, AutoCAD, and GEOPAK. He has served as a Roadway Engineer on a variety of roadway projects involving both state and local governments. His expertise consists of projects involving highways and interchanges, intersection improvements, RRR, and design-build. His areas of specialization include geometric design, sidewalks, access management, and temporary traffic control plans.



Project Experience

SR 20 from Alachua County Line to SW 56th Avenue, FDOT District Two, Putnam County, FL. This project involves widening SR 20 from a rural two-lane undivided roadway to an urban four-lane divided roadway from the Alachua County Line to SW 56th Avenue in Putnam County, which will increase capacity, improve overall safety, and connect additional widening projects to facilitate east/west movements across the state. Additionally, KCA will design bike lanes, 5-foot sidewalks, and a 10-footwide multi-use path along the south side of SR 20. KCA is providing design services for the replacement of the existing bridges at Fowlers Prairie, which are located in rural Putnam County over a small non-tidal waterway. The replacement bridges are 300 feet long with five 60-foot spans. **Role:** Roadway Engineer

SR 50 Widening from SR 35 (US 301) to West of CR 757, FDOT District Five, Hernando and Sumter Counties, FL. As a major subconsultant, KCA was selected by FDOT District Five to design the widening of SR 50 from SR 35 (US 301) in Hernando County to West of CR 757 in Sumter County including a new bridge over the Little Withlacoochee River at the County Line. The primary purpose for this 7-mile-long project is to improve SR 50 by increasing capacity and reducing safety issues associated with traditional two-lane rural roadways. This segment of SR 50 provides access to I-75, is a hurricane evacuation route, and was recently designated as an Emerging Strategic Intermodal System (SIS) highway. It is also one of the last segments of SR 50 in Florida that is still a two-lane road. A majority of the highway traverses the environmentally sensitive Withlacoochee State Forest. KCA is providing roadway design, traffic engineering, and drainage design for the 2-mile section from the Hernando/Sumter County Line to West of CR 757. **Role:** Roadway Engineer

SR 528 from east of SR 524 (Industry Road) to east of SR 3, FDOT District Five. This project involves widening a 3.6-mile-long segment of SR 528 from four to six lanes. The US 1 and SR 3 interchanges will be reconstructed as will the WB bridge over the Indian River, and Indian River relief bridges. KCA is designing a shared-use trail from US 1 to SR 3, which will be part of the East Coast Greenway Trail. Additionally, the corridor will also accommodate improvements proposed by All Aboard Florida. KCA will assist with the PD&E re-evaluation. The KCA Team is providing roadway and structures design,

drainage/permitting, environmental, S&PM/traffic/signals, geotechnical/contamination, ITS/lighting, public involvement, utility coordination, surveying and mapping/SUE, landscape architecture, and architecture services. **Role:** Roadway Engineer

SR 25/US 301 Resurfacing Rehabilitation and Restoration (RRR) Improvements, FDOT District Five, Marion County, FL. KCA was selected by FDOT District Five to design the SR 25/US 301 Resurfacing Rehabilitation and Restoration (RRR) improvements in Marion County. The project provides RRR and safety improvements along 8.65 miles of SR 25/US 301 in Marion County. The project's improvements are aimed to extend the facility's service life and increase the pavement's poor life cycle through milling and resurfacing the existing pavement, shoulder widening, and widening/extending turn lanes in addition to drainage, traffic and traffic control, utility coordination, landscape architecture, and public involvement work. SR 25 is a rural principal arterial and serves a major connector between the Port of Tampa and Jacksonville for freight; therefore, it serves as a major trucking corridor for the region. The highway is part of the National Highway System and has a combination of a C-2 Rural and Suburban Commercial (C-3C) context classifications and Strategic Intermodal System (SIS) designation. **Role:** Roadway Engineer

SR 500 (US 441) Resurfacing From SR 429 Connector Road to Jones Avenue, FDOT District Five, Orange County, FL. KCA is providing design services for the milling and resurfacing of this urban principal arterial to extend the service life of the existing roadway. Project work includes several drainage improvements such as construction of new curb inlets, extending cross drains, and construction of manholes. Additionally, our team has conducted roadway design, utility coordination, permitting, surveying, geotechnical, and traffic design, which includes reupgrading four signalized intersections to smart signalized intersections, inclusive of hardware to upgrade to ATC controllers, ATSPM, and CV ready along this 4-mile corridor. The smart signal includes presence and advanced detection on all lanes and all approaches with the capacity to perform turning movement counts. KCA is preparing designs to support TSM&O initiatives of FDOT to achieve improvements while setting the necessary technologies to enable CV and Smart Cities. **Role:** Roadway Engineer



Education

- M.S., Civil Engineering, University of Florida, 1995
- B.S., Civil Engineering, University of Florida, 1993

Registrations/Certifications

- Professional Engineer: Florida, 53162

Areas of Specialization

Project Management ● Structural Design for Marine Structures ● Highway Bridge Design ● Pedestrian Bridge Design ● Retaining Wall Design ● Noise Wall Design ● Sign Structure Design ● Signal Structure Design ● Construction Specialty Design

Mr. Hagedoorn has 29 years of experience providing design and construction services for transportation-related structures. He has designed numerous structures fabricated from concrete, steel, and timber including highway bridges, pedestrian bridges, fishing piers, tunnels, retaining walls, noise walls, sign supports, signal supports, box culverts, and other miscellaneous structures. His design background is supplemented by extensive field experience involving on-site construction quality assurance for significant bridge structures. Mr. Hagedoorn's design skills include preliminary design, cost estimation, final design, load rating, and contract plans production for highway bridges, pedestrian bridges, and other miscellaneous structures. He has extensive experience working with contractors to develop valuable design ideas that incorporate construction economy, constructability, maintainability, and aesthetics to a project.



Project Experience

SR 406 A. Max Brewer Bridge Replacement, FDOT District Five, Brevard County, FL. This project involves construction of a new 3207-foot, high-level bridge over the Indian River and the Intracoastal Waterway replacing an existing swing span bridge. The project also required construction of MSE wall supported approaches, seawall construction, a 300-foot-long cast-in-place concrete fishing pier and a 200-foot-long four span double-tee beam pedestrian bridge over the Indian River Relief Channel. The new Max Brewer Bridge is comprised of a total of 22 spans including a three span spliced continuous modified Florida bulb-tee beam superstructure over the navigation channel. The three span channel unit has span lengths of 170'-221'-170' respectively providing 65 feet of vertical clearance over the Intracoastal Waterway. The approach spans are simply supported all having a lengths of 147 feet and are comprised of 78-inch Florida bulb-tee beams. Foundations for the bridge consist of single column hammerhead style piers supported by precast concrete piles ranging in size from 24 inch square to 36 inch square. Foundations in the waterway were designed to resist vessel impact forces in accordance with LRFD requirements. Mr. Hagedoorn developed the time dependent post-tensioned spliced girder model using ADAPT design software and was responsible for tabulating girder stress checks throughout the construction sequence as well as for the completed bridge. He was also responsible for the design of the vessel impact resistant bridge piers and foundations. **Role:** Overall Design Project Manager for structural components

Graham Swamp Trail and Pedestrian Trail Bridge over SR 100, Flagler County, FL. KCA was selected by Flagler County to design a multi-use trail through the Graham Swamp. This LAP project involves the design and permitting of a trail and/or elevated boardwalk in the Graham Swamp Trail system from the existing Lehigh Trail continuing south approximately 1.6 miles to SR 100, connecting the existing sidewalk. The project includes a new pedestrian bridge over SR 100. Improvements within

the SR 100 R/W will be designed in accordance with FDOT Standard Specifications for Road and Bridge Construction. All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. The project also includes legal and permitting services to amend the conservation easements on both State and County owned lands to modify current SR 100 permits (SJRWMD and USACE). Additional mitigation is anticipated to offset wetland impacts. An environmental evaluation will be performed to obtain clearance for protected species and culture resources. **Role:** Project Manager

Titusville Veteran's Memorial Pier, Brevard County, Titusville, FL. This project involves the construction of a 540 foot fishing pier adjacent to the Intracoastal Waterway replacing an existing pier that was damaged by vessel impact and storm generated waves. The replacement pier consists of a C.I.P. flat slab superstructure constructed integral with 30 inch voided precast concrete piles. The terminus of the pier includes a 45 foot square diamond configuration to resist wave and vessel impact forces. Wave induced forces, vessel impact and customary LRFD load combinations were evaluated by finite element modeling. **Role:** EOR

Apollo Boulevard Bridge over the Eau Gallie River (CSI), FDOT District Five, Brevard County, FL. The new Apollo Boulevard Bridge spanning the Eau Gallie River required construction access in sensitive wetland areas. The CSI bridge design changed the span configuration from 8 spans to 12 spans allowing the use of much lighter AASHTO Type II Beams in place of longer and heavier Florida I-36 Beams. The foundations were also optimized to achieve higher capacities and eliminate battered piles. These changes allowed for use of significantly smaller cranes and trestle equipment both saving money which was shared with FDOT while also avoiding unnecessary damage to the sensitive wetlands. **Role:** PM/EOR and QC of the plan set and design calculations



Education

- BSCE, University of Central Florida, 2010

Registrations/Certifications

- Professional Engineer: Florida, 81282
- Florida Certified Bridge Inspector, 00507
- CP1 - Cathodic Protection Tester (4.5 CEUs earned)
- FHWA-NHI-130055-Safety Inspection of In-Service Bridges
- FHWA-NHI-130107C-Maintenance of Movable Bridges
- Confined Spaces Awareness Training, per OSHA 1910.146

Areas of Specialization

Bridge Analysis ● Bridge Repair/Rehabilitation ● Load Rating ● Bridge Inspection ● Structures Design

Project Experience

Thornhill Road Bridge Replacement, Polk County, FL. KCA spearheaded the design for the replacement of the aging Thornhill Road Bridge spanning over Lake Lena Drain (Bridge No. 164104) situated south of CR 540 in Polk County. Thornhill Road serves as a crucial north-south thoroughfare in the northwestern region of Polk County. Originally constructed in 1960, the bridge had become functionally obsolete and was undergoing continuous deterioration, necessitating a comprehensive overhaul. KCA crafted a Bridge Development Report Memo and conducted a thorough Bridge Hydraulic Analysis. The design incorporated strategically placed retaining walls on the east side of the bridge to ensure the maintenance of channel slopes within the existing right-of-way. The superstructure, featuring a 12-inch Florida Slab Beam design, is supported by reinforced concrete spill-through end bents, firmly anchored on prestressed concrete piles. The project encompassed roadway enhancements such as the addition of a dedicated right turn-lane southbound and a left turn-lane leading into the newly established Marshall Hampton Reserve property. KCA also provided design support in areas such as signing and pavement markings, environmental/permitting, and drainage design. **Role:** Structures Engineer

US 92/SR 600/Gandy Boulevard PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA is conducting a PD&E study for Gandy Boulevard as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's SIS. The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. **Role:** Structures Engineer

Mr. Betz has 12 years of experience in structural inspection rehabilitation and design. He specializes in bridge and structures rehabilitation. He has performed engineering studies and designed repairs for aging bridge structures throughout the state. He is also experienced with load factor rating (LFR) and load resistance factor rating (LRFR) for a variety of different bridge types and conditions. He has developed repair plans for a variety of structures involving concrete restoration, FRP strengthening, cathodic protection, and emergency procedures. Mr. Betz's inspection experience is in topside coordination and inspection of various structure types including Category 1 and 2 structures including movable bridge.



Fort Fraser Trail Extension from SR 540 Winter Lake Road to Combee Road PD&E Study, FDOT District One, Polk County, FL. This project involves performing a PD&E study to extend the Fort Fraser Trail from its current termini, crossing SR 570 (the Polk Parkway) and ending just south of SR 33A (Combee Road). The total limits of the trail extension are approximately 1 mile with the main obstacle being the crossing of the Polk Parkway. The PD&E study will consider multiple ways of traversing over the Polk Parkway with the primary focus being on safety, cost, and minimization of right-of-way acquisition. KCA has provided three preliminary alternatives including a pedestrian bridge along US 98, non-grade separated crossing underneath the Polk Parkway, and an additional alternative route that brings the trail up to Reynolds Road and crosses under the Polk Parkway. **Role:** Structures Engineer

SR 29 from the Collier County Line to County Road 832, FDOT District One, FL. This project consists of reconstructing the existing rural, undivided two-lane SR 29 typical section into a rural, four-lane divided highway. As part of this project, an environmental study will be produced that determines the best location for a wildlife crossing by comparing an existing drainage culvert at 12 Mile Slough to a location further to the south. Structural assistance for this evaluation will be provided to determine the cost associated with each location alternate as well as the benefits of a culvert wildlife crossing as compared to a bridge wildlife crossing.

Role: Engineer of Record (EOR)

Able Canal Multi-use Trail, Lee County, FL. This LAP-funded project includes the design and permitting of approximately 6 miles of shared-use-path along the Able Canal in Lehigh Acres. This important project will provide convenient and safe non-motorized access between numerous residential areas and civic destinations in an area that lacks pedestrian facilities. The KCA team will be permitting this project and guiding the County through environmental re-evaluation process through the Office of Environmental Management. Close coordination between Lee County, LA-MSID (Lehigh Acres Municipal Services Improvement District), and Park and Recreation will make this a successful project for the many stakeholders. **Role:** Structures Engineer

Education

- MSCE, University of South Florida, 2023
- BSCE, University of Florida, 2019
- AA, St. Petersburg College, 2015

Certifications

- Professional Engineer: Florida, 96649 (2023)
- Professional Traffic Operations Engineer, 5614
- Road Safety Professional, Level 1, #754

Areas of Specialization

- Traffic Impact/Circulation Studies ● Traffic Safety ● AutoCAD ● MicroStation ● Plans Review ● Traffic Forecasting

Project Experience

19th Avenue NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening 19th Avenue NE, a two-lane undivided road, to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. **Role:** Traffic

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Role:** Traffic Engineer

Progress Boulevard Widening – Magnolia Park Boulevard to Valleydale Drive, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate the widening of Progress Boulevard and roadway improvements to S. 78th Street. This PD&E study involves widening Progress Boulevard, a two-lane undivided road, from Magnolia Park Boulevard to Valleydale Drive to provide a four-lane divided facility with enhanced pedestrian, bicycle, and bus facilities. Widening Progress Boulevard will require widening the existing I-75 overpass or constructing a new overpass spanning the interstate. Improvements to S. 78th Street, a two-lane undivided

Mr. Singer has over four years engineering experience. He is a certified Road Safety Professional. Mr. Singer has developed over 15 traffic studies (e.g. TTM, PTAR, IMR, and SWA) and designed numerous signalization and signing and pavement marking plans during his time at KCA. He also used several regional planning models to verify and perform traffic demand forecasting. He has experience with several computer programs including Synchro, HCS, SIDRA, CUBE, MicroStation, and AutoCAD. His experience also includes traffic level traffic forecasting.



road from Progress Boulevard to Causeway Boulevard, includes turn lane improvements and enhanced pedestrian, bicycle, and bus facilities. KCA will develop PD&E documents and 30% design plans. The KCA team will ensure our conceptual designs meet the County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). **Role:** Traffic Engineer

US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA was selected by FDOT District Seven to conduct a PD&E study for Gandy Boulevard from East of 4th Street North in Pinellas County to Westshore Boulevard in Hillsborough County as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's Strategic Intermodal System (SIS). The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. KCA will develop three alternatives, analyze the need for managed lanes, and assess the project's impact on the social, economic, cultural, natural, and physical environment. **Role:** Traffic Engineer



Education

- Ph.D., Civil Engineering, University of Central Florida, 2003
- MSCE (Transportation), Cairo University, 1999
- BSCE, Zagazig University, Egypt 1995

Registrations/Certifications

- Professional Engineer: Florida, 63914; North Carolina, 043459; South Carolina, 38585; Michigan, 51908
- Professional Traffic Operations Engineer, 1578
- FDOT Advanced MOT Certification
- FDOT Specification Package Preparation (Certified)

Professional Affiliations

- Institute of Transportation Engineers, 38575
- American Society of Civil Engineers, 412294
- American Society of Highway Engineers

Areas of Specialization

Signalization Design ● Traffic Impact/Circulation Studies ● Traffic Simulation/Modeling ● Intersection/Interchange/Corridor Analysis ● Signing and Pavement Marking ● Traffic Safety

Project Experience

19th Avenue NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening 19th Avenue NE, a two-lane undivided road, to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. **Role:** Traffic Engineer-of-Record (EOR)

US 92/SR 600/Gandy Boulevard PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA is conducting a PD&E study for Gandy Boulevard as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's SIS. The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. **Role:** Senior Traffic Engineer

Progress Boulevard Widening – Magnolia Park Boulevard to Valleydale Drive, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate the widening of Progress

Dr. Abdalla has 28 years of diversified experience in the transportation industry and serves as KCA's Traffic Engineering and Planning Department Manager. Traffic experience includes traffic impact studies, traffic circulation studies, traffic simulation and modeling, intersection/interchange analysis, corridor analysis, traffic safety, signing and pavement marking design and plan preparation, and signalization design. He has prepared numerous transportation/traffic studies for FDOT and other local authorities. Typical traffic studies include trip generation, trip distribution, level of service/capacity analyses of signalized intersections and arterials, freeway merge, diverge, and weaving analyses along with the associated recommendations for the improvements necessary to meet design criteria. Roadway experience includes roadway plan and profile design, typical section design, pavement design, and preparing exceptions/Variations. Dr. Abdalla has served as Project Engineer for different City/County/FDOT roadway design projects in Florida, including new construction, widening, and resurfacing projects.



Boulevard and roadway improvements to S. 78th Street. This PD&E study involves widening Progress Boulevard, a two-lane undivided road, from Magnolia Park Boulevard to Valleydale Drive to provide a four-lane divided facility with enhanced pedestrian, bicycle, and bus facilities. Widening Progress Boulevard will require widening the existing I-75 overpass or constructing a new overpass spanning the interstate. Improvements to S. 78th Street, a two-lane undivided road from Progress Boulevard to Causeway Boulevard, includes turn lane improvements and enhanced pedestrian, bicycle, and bus facilities. KCA will develop PD&E documents and 30% design plans. The KCA team will ensure our conceptual designs meet the County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). **Role:** Traffic EOR

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Cost:** \$1.3 million. **Role:** Senior Traffic Engineer



Education

- BSCE, Purdue University, 2002

Registrations/Certifications

- Professional Engineer: Florida, 66524; NC, 043606

Professional Affiliations

- Florida Institute of Consulting Engineers (FICE)

Areas of Specialization

Stormwater Design ● Roadway Storm Sewer Systems ● Pond Siting Analysis ● Stormwater Management Facilities ● Floodplain Compensation Sites ● Culverts ● Bridge Scour Analysis ● Permitting

Mr. Sprunger has 21 years of experience in stormwater design and currently holds the position of Drainage Department Manager at KCA. He has designed and modeled several roadway stormsewer systems in compliance with FDOT and various municipality design criteria. Mr. Sprunger has also completed pond siting analysis and designed numerous stormwater management facilities and floodplain compensation sites. He has also completed various culvert designs which included channel modeling and bridge scour analysis. Mr. Sprunger has coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits.



Project Experience

Driftwood Drive, Polk County, FL. KCA designed the drainage improvements for Driftwood Drive from Lake Gibson Lane to W Daughtery Road for Polk County that included American Rescue Funds. Due to previous alterations to the drainage system, the historic roadside ditches have ponding water. Plans were prepared to restore the existing drainage system through ditch re-grading, sidedrain construction, revising driveways and adding ditch bottom inlets. KCA prepared the plans and specification, attended the pre-bid and pre-construction meeting and reviewed shop drawings. The project is currently under construction. **Role:** Drainage Engineer

Palmer Road, Polk County, FL. KCA is designing drainage improvements for Palmer Road, Cherokee Avenue and Gardenia Road for Polk County. These roads have very limited drainage systems and have re-occurring flooding. KCA prepared a Drainage Study to determine solutions to the existing flooding and determined three alternative pond sites. The County purchased the right of way for the stormwater pond. Ditches, sidedrains and ditch bottom inlets were designed along Palmer Road, Cherokee Avenue, Gardenia Road and Old Bartow Lake Wales Road and is piped to a stormwater pond. The pond attenuates the runoff prior to discharging to a drainage ditch. The project includes American Rescue Funds. Phase II plans and cost estimate were submitted to the County in February 2024 and a SWFWMD permit is being prepared. **Role:** Drainage Engineer

SR 56 Extension from Meadow Pointe Boulevard to US 301 Design-Build, FDOT District Seven, Pasco County, FL. Cone & Graham Inc. (C&G) in association with KCA, provided all aspects of the creation of the SR 56 Extension from Meadow Pointe Boulevard to US 301 in Pasco County (including providing the right-of-way, PD&E re-evaluation, permitting, utility coordination and relocation, design, drainage, and construction). KCA designed the four-lane divided typical section compatible with the ultimate six-lane section and centered in a 250-foot right-of-way corridor. All ponds were designed and constructed to accommodate the ultimate six-lane typical section with frontage roads. The project also included three new signalized intersections at Meadow Pointe Boulevard, Morris Bridge Road, and US 301. **Role:** Stormwater Design Engineer

19th Ave. NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening a two-lane undivided road to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening

the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. KCA has developed PD&E documents and 30% design plans. The KCA team ensured our conceptual design met Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA assisted with the required airspace agreement, which was signed by the County Administrator and approved by FDOT and FHWA. **Role:** Drainage Design

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Role:** Drainage Engineer

CR 550 (Overlook Drive), Polk County, FL. This project consisted of upgrading three miles of a substandard two-lane roadway along with intersection improvements. The project analyzed various alternatives including no-build, addition of sidewalk only, widened two-lane section, and three-lane section. The project included base map development, conceptual layouts for each alternative, traffic analysis, evaluation of wetland, floodplain and drainage impacts, utility investigation, Level I Hazardous Waste Assessment, right-of-way requirements, cost estimates, and public involvement. Coordination efforts with the Southwest Florida Water Management District (SWFWMD), U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), City of Winter Haven, and U.S. Fish and Wildlife Service (USFWS) were required. **Role:** Stormwater Design Engineer responsible for completing design, modeling, and permitting of stormsewer systems required to handle additional flow due to intersection improvements and obtaining two FDOT Drainage Connection Permits.



Education

- MS, Geology, University of South Florida, 1995
- BSCE, University of South Florida, 1993
- BS, Geology, University of South Florida, 1993

Registrations/Certifications

- Professional Engineer: Florida, 55333; Georgia, 32515

Affiliations

- Florida Institute of Consulting Engineers (FICE), Corporation
- American Society of Civil Engineers, 298555
- Society of Women Engineers

Software

- HY-8, AdICPR, HEC-RAS, ASAD, PONDS, and CSLE

Areas of Specialization

- Stormwater Pond Design ● Stormsewer System Design
● Pond Siting Reports ● Bridge Hydraulic Reports ●
Crossdrains ● Scour Evaluations ● Permitting

Ms. Spieler has 28 years of extensive experience in stormwater design and permitting. She has an extensive background in geology and civil engineering, with considerable knowledge of both surface and groundwater flow systems. She has performed stormwater design and permitting for various municipalities, private clients, and the Florida Department of Transportation (FDOT). Ms. Spieler has completed Pond Siting Reports, Bridge Hydraulic Reports, scour evaluations, and designed stormsewer systems and pond sites. She is familiar with FDOT requirements and has completed several electronic plan submittals. Her expertise includes coordinating with permitting agencies such as the Environmental Protection Commission of Hillsborough County, U.S. Coast Guard (USCG), Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), St. Johns River Water Management District (SJRWMD), Tampa Port Authority, and U.S. Army Corps of Engineers (USACE).



Project Experience

Driftwood Drive, Polk County, FL. KCA designed the drainage improvements for Driftwood Drive from Lake Gibson Lane to W Daughtery Road for Polk County that included American Rescue Funds. Due to previous alterations to the drainage system, the historic roadside ditches have ponding water. Plans were prepared to restore the existing drainage system through ditch re-grading, sidedrain construction, revising driveways and adding ditch bottom inlets. KCA prepared the plans and specification, attended the pre-bid and pre-construction meeting and reviewed shop drawings. The project is currently under construction. **Role:** PM

Palmer Road, Polk County, FL. KCA is designing drainage improvements for Palmer Road, Cherokee Avenue and Gardenia Road for Polk County. These roads have very limited drainage systems and have re-occurring flooding. KCA prepared a Drainage Study to determine solutions to the existing flooding and determined three alternative pond sites. The County purchased the right of way for the stormwater pond. Ditches, sidedrains and ditch bottom inlets were designed along Palmer Road, Cherokee Avenue, Gardenia Road and Old Bartow Lake Wales Road and is piped to a stormwater pond. The pond attenuates the runoff prior to discharging to a drainage ditch. The project includes American Rescue Funds. Phase II plans and cost estimate were submitted to the County in February 2024 and a SWFWMD permit is being prepared. **Role:** PM

SR 56 Extension from Meadow Pointe Boulevard to US 301 Design-Build, FDOT District Seven, Pasco County, FL. Cone & Graham Inc. (C&G) in association with KCA, provided all aspects of the creation of the SR 56 Extension from Meadow Pointe Boulevard to US 301 in Pasco County (including providing the right-of-way, PD&E re-evaluation, permitting, utility coordination and relocation, design, drainage, and construction). KCA designed the four-lane divided typical section compatible with the ultimate six-lane section and centered in a 250-foot right-of-way corridor. All ponds were designed and constructed to accommodate the ultimate six-lane typical section with frontage roads. **Role:** Drainage Engineer

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Role:** Senior Drainage Engineer

US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design, FDOT District Seven, Hillsborough and Pinellas Counties, FL. KCA was selected by FDOT District Seven to conduct a PD&E study for Gandy Boulevard from East of 4th Street North in Pinellas County to Westshore Boulevard in Hillsborough County as well as prepare 15% Line and Grade design for the project segment from 4th Street North to west of the Gandy Bridge. The contract has an option for additional design services necessary to accelerate the project development. This project's purpose is to reduce traffic congestion and improve bicycle and pedestrian accommodations along Gandy Boulevard including the existing eastbound and westbound bridges. The improvements will extend the existing controlled access facility on Gandy Boulevard and connect to the Selmon West Extension in Hillsborough County. The 7-mile, four-lane divided facility is classified as an urban principal arterial and is part of FDOT's Strategic Intermodal System (SIS). The PD&E will evaluate improvements including grade separations at major intersections and widening Gandy Boulevard to six lanes. Bridge widening and/or replacement will also be evaluated as part of this project. KCA will develop three alternatives, analyze the need for managed lanes, and assess the project's impact on the social, economic, cultural, natural, and physical environment. **Role:** Senior Drainage Engineer



Education

- B.S., Biology, University of Texas, 2005
- Graduate Certificate - Wetland and Water Resource Management, University of Florida, 2012

Specialized Training

- FDOT PD&E Manual Process Training Classes
- FDOT SWEPT Training
- FDOT Section 4(f) Training
- FDOT ETDM Training
- FDOT Public Involvement Training
- FDOT SWAT Training
- FDEP Wetland Delineation Training
- FHWA Traffic Noise Model 2.5
- FHWA Traffic Noise Fundamentals
- Coastal Application in GIS
- PADI Openwater Diver

Areas of Specialization

- NEPA Process
- Project Management/Coordination
- Impact Analysis
- Reporting

Ms. Selly has 18 years of experience in National Environmental Policy Act (NEPA) subject matter, including almost five years in the FDOT District Seven PD&E Section. During her time at FDOT, she had served as a the District Specialist on listed species, wetlands, and habitat, Efficient Transportation Decision Making (ETDM) Coordinator, Cultural Resources Coordinator and Contamination Specialist. She has been involved in development, coordination, and review of many NEPA documents, including, Type 1 Categorical Exclusions, Type 2 Categorical Exclusions, State Environmental Impact Reports, and Environmental Assessment/Finding on No Significant Impacts. Additionally, Ms. Selly has seven years of public involvement experience. She has served as a senior community outreach specialist providing public involvement support associated with the coordination of public hearings and public meetings, including preparation of collateral materials such as fact sheets, agendas, newspaper advertisements, PowerPoint presentations and scripts, project-specific websites, sign-in sheets and summary reports, coordinating with Americans with Disabilities Act (ADA) compliance, production of project design boards and roll plots, and coordination of a court reporter for providing meeting transcripts.



Project Experience

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Cost:** \$1.3 million **Role:** Lead Environmental Scientist, conducted virtual project workshop and public hearing

Progress Boulevard Widening - Magnolia Park Boulevard to Valleydale Drive, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate the widening of Progress Boulevard and roadway improvements to S. 78th Street. This PD&E study involves widening Progress Boulevard, a two-lane undivided road, from Magnolia Park Boulevard to Valleydale Drive to provide a four-lane divided facility with enhanced pedestrian, bicycle, and bus facilities. Widening Progress Boulevard will require widening the existing I-75 overpass or constructing a new overpass spanning the interstate. Improvements to S. 78th Street, a two-lane undivided road from

Progress Boulevard to Causeway Boulevard, includes turn lane improvements and enhanced pedestrian, bicycle, and bus facilities. KCA will develop PD&E documents and 30% design plans. The KCA team will ensure our conceptual designs meet the County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). **Role:** PD&E and Public Involvement

9th Ave. NE Widening - US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected to evaluate improvements along 19th Avenue NE. This PD&E study involves widening a two-lane undivided road to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. KCA has developed PD&E documents and 30% design plans. The KCA team ensured our conceptual design met Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA assisted with the required airspace agreement, which was signed by the County Administrator and approved by FDOT and FHWA. **Role:** PD&E and Public Involvement

Education

- MS, Ecological Restoration, University of Florida, 2017
- BS, Biology, University of Central Florida, 2010

Certifications

- Florida Stormwater, Erosion, and Sedimentation Control Inspector
- Authorized Gopher Tortoise Agent / FWC, GTA-15-00012B
- USFWS-approved Florida Bonneted Bat Acoustic Surveyor
- Surface Water Certification #987T-1117 (from N.C. Environmental Management Commission)

Professional Affiliations

- Tampa Bay Association of Environmental Professionals (TBAEP)

Areas of Specialization

Biological/Environmental Compliance ● Data Management ● Wetland Ecology and Assessment ● Wetland Delineation ● Wildlife Ecology ● Botanical and Wildlife Surveys ● Listed Species Relocation

Project Experience

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Cost:** \$1.3 million. **Role:** Environmental Scientist

SR 56 Extension from Meadow Pointe Boulevard to US 301, FDOT District Seven, Pasco County, FL. This project involves the construction of an approximately 8-mile extension of SR 56 in Pasco County. The project consists of the construction of a new four-lane roadway, including the design of three bridges over existing channels and development of a stormwater management system to address water quality concerns. Specific tasks included the assessment of the project area for the presence of federal and/or state-listed protected species, determination of wetland jurisdictional boundaries using federal and state guidelines, and a quantitative assessment of existing wetland values and wetland values lost using the Unified Mitigation Assessment Method (UMAM). Wetland impacts exceeded 40 acres and the project required species-specific

Ms. Abdel-Hadi has 13 years of educational, professional, and field experience with wildlife ecology and terrestrial and aquatic community ecology throughout ecosystems of the Southeastern and Western United States. She has worked on a broad range of interdisciplinary projects in cooperation with federal agencies such as the U.S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency (EPA), and Bureau of Land Management, as well as state agencies and private developers. Her primary responsibilities include project management, technical document preparation, vegetation monitoring, wetland delineations, habitat assessments, nuisance and/or exotic species mapping, protected species surveys and relocations, preliminary site assessments, data management, water quality sampling and data collection, environmental permitting, and permit compliance.



surveys and the assessment of impacts for multiple federal and state-listed species. Additional tasks include obtaining U.S. Army Corps of Engineers (USACE) 404 dredge and fill permit, Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit, and a Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP). The project also included obtaining a Florida Fish and Wildlife Conservation Commission (FWC) gopher tortoise relocation permit to excavate more than 150 gopher tortoise burrows. **Role:** Environmental Scientist

19th Ave. NE Widening – US 41 to US 301 PD&E Study, Hillsborough County, FL. KCA was selected by Hillsborough County to evaluate improvements along 19th Avenue NE. This PD&E study involves widening a two-lane undivided road to provide a four-lane divided facility with enhanced pedestrian, bicycle, and transit facilities. This project requires widening the existing two-lane I-75 overpass or constructing a new overpass spanning the interstate. This improvement impacts I-75's limited access R/W. KCA has developed PD&E documents and 30% design plans. The KCA team ensured our conceptual design met Hillsborough County's Vision Statement (provide enhanced roadway corridors with improved safety, mobility, and congestion relief through a context and environmentally sensitive design, which is supported by community and key project stakeholders). Additionally, KCA assisted with the required airspace agreement, which was signed by the County Administrator and approved by FDOT and FHWA. **Role:** Environmental Scientist



Education

- Post Graduate Studies – Independent Research – Fisheries, University of South Florida
- BA, Biology, University of South Florida

Certifications

- FDOT Project Development and Environment Training (BT-19-0034)
- Authorized Gopher Tortoise Agent / Florida Fish and Wildlife Conservation Commission (GTA-09-00262D)
- Prescribed Burning Certificate, #932189
- PADI Certified SCUBA Diver
- Florida LAKEWATCH Volunteer

Areas of Specialization

Environmental Permitting ● Wetland Delineation ● Ecological Assessment/Documentation ● Environmental Sampling Design ● Protected Species Assessment/Permitting ● Submerged Macrophyte Studies/Mapping ● Mitigation Plan Development ● Expert Witness Testimony

Project Experience

North Sarasota Multimodal Connector, Lakewood Ranch Development, Sarasota County, FL. The KCA team provided a preliminary evaluation and cost estimate and will design an extension of Lakewood Ranch Boulevard from the east side of I-75 to the west side by constructing a bridge over I-75, connecting to North Cattleman Road. The project is located just to the south of University Boulevard in Sarasota County near the new rowing lake. The facility will be a four-lane divided roadway with curb and gutter. Bike lanes and sidewalks may be incorporated. The development of this corridor is important to the overall transportation network. This overpass to the south of the mall will provide a vital link that bypasses University Parkway and provides connectivity to Fruitville Road. **Cost:** \$1.3 million. **Role:** Environmental Scientist

SR 56 Extension from Meadow Pointe Boulevard to US 301, FDOT District Seven, Pasco County, FL. This project involves the construction of an approximately 8-mile extension of SR 56 in Pasco County. The project consists of the construction of a new four-lane roadway, including the design of three bridges over existing channels and development of a stormwater management system to address water quality concerns. Specific tasks included the assessment of the project area for the presence of federal and/or state-listed protected species, determination of wetland jurisdictional boundaries using federal and state guidelines, and a quantitative assessment of existing wetland values and wetland values lost using the Unified Mitigation Assessment Method (UMAM). Wetland impacts exceeded 40 acres and the project required species-specific surveys and the assessment of impacts for multiple federal and state-listed species. Additional tasks include obtaining permits. **Role:** Environmental Scientist

Peace River Restoration Feasibility Study Project, Polk County Parks and Natural Resources, Polk County, FL. Under our current master agreement, KCA is developing Phase I of the Peace River Restoration Feasibility Study for Polk County Parks and Natural Resources to identify feasible opportunities to improve water quality, provide flood protection, and restore natural systems within the Peace River watershed, from Lake Hancock to the Polk/Hardee County Line, including the historic Kissengen Spring site. **Role:** Project Manager and Chief Environmental Scientist

During Mr. Whitman's 42 years of experience, he has provided project management and ecological services for FDOT's Districtwide Environmental Services Contracts within Districts One and Four. He has served as Project Manager and Principal Ecologist on multiple major public works projects. Typical project responsibilities include project management, environmental assessment, assimilation of existing biological data (wetlands, natural features, protected species and wildlife and plant communities), ecological sampling design, habitat mapping, impact assessment, and preparation of associated documentation. He has served as Project Manager and Principal Ecologist on many of Southwest Florida Water Management District's (SWFWMD') SWIM Program habitat restoration projects. Mr. Whitman has also performed habitat trend analyses for local and regional governments. He has also conducted research comparing fish populations in natural and created wetland systems. Mr. Whitman has been qualified as an expert in mangrove and seagrass habitat restoration, seagrass mitigation and seagrass habitat.



Florida Avenue Project Gopher Tortoise Relocation and Kathleen Road, Pipkin/Harden Intersection, and Berkley Road Projects Mitigation Services, Polk County Parks and Natural Resources, Polk County, FL. Under our current master agreement with Polk County Parks and Natural Resources, KCA is assisting the Polk County Roads and Drainage Division with obtaining permits and relocating gopher tortoise along Florida Avenue and providing mitigation support services associated with the Kathleen Road, Pipkin/Harden Intersection, and Berkley Road projects in Polk County, Florida. KCA conducted a gopher tortoise burrow survey to identify potential gopher tortoise habitats and burrows that could be impacted by the roadway improvement project. The project area was systematically surveyed in accordance with the Gopher Tortoise Permitting Guidelines published by Florida Fish and Wildlife Conservation Commission (FWC). Mitigation Support Services involved KCA performing an analysis of the compliance status of each mitigation area for the Kathleen Road, Pipkin/Harden Intersection, and Berkley Road projects to evaluate mitigation compliance and identify causal factors contributing to potential deficiencies at each site. KCA reviewed the site history, existing permits, and as-built drawings for each mitigation area. **Role:** Project Manager and Chief Environmental Scientist

Watkins Road Fire Rescue Station Project Protected Species Services Sank Skink Survey and USFWS Permitting, Polk County Parks and Natural Resources, Polk County, FL. Under our current master agreement with Polk County Parks and Natural Resources, KCA is assisting the Polk County Facilities Management Division with federal protected species permitting necessary to construct the Watkins Road Fire Rescue Station. KCA performed a sand skink coverboard survey, prepared a U.S. Fish and Wildlife Service (USFWS) Incidental Take Permit (ITP), Habitat Conservation Plan (HCP) and supporting documentation for a County-owned property located on Watkins Road. KCA also performed a general walkover wildlife survey of the property concurrently with the skink coverboard survey to document the occurrence of other wildlife that may be present on the property (e.g., gopher tortoises). KCA is also providing similar services for the Masterpiece Road Fire Rescue Station. **Role:** Project Manager/Chief Environmental Scientist

D. Wade Brown, SR/WA, R/W-NAC, R/W-RAC
R/W Acquisition



Mr. Brown is the firm's President and Chief Executive Officer responsible for all oversight of firm production, marketing and fiscal. He has 31 years in the right of way industry as a negotiator, relocation agent and appraiser with last 22 years being in project management, in addition to his executive duties. Mr. Brown is proficient in negotiations, relocation assistance, appraisal, condemnation suit, and mediation assistance all in compliance with the Uniform Relocation Act providing these services on condemnation projects encompassing over **2500** parcels and displacees. Mr. Brown has been responsible for LAP certification with several agencies in Florida seeking to procure federal and state funds by ensuring compliance to mandated guidelines and prequalified in project management nationwide. Notable management includes 20+ general services contracts including district wide, pushbuttons, as needed and General Engineering Contracts valued in excess of \$200 million. As

an appraiser, Mr. Brown has over 450 appraisal and appraisal reviews performed for public and private sector clients throughout Florida and performed over 500 cost estimates for PD&E projects encompassing thousands of parcels in Florida and NC.

Years of Experience: 31

Education:

B.A. Public Administration/1991/Elon University

Licensure/Certification:

Cert Gen RE Appraiser – Florida #RZ3191

Cert Gen RE Appraiser – NC #A8187

RE Broker – Florida #0588837

RE Broker – Texas #0519458

RE Broker – Alabama #94881-0

RE Broker – North Carolina #270085

Florida Notary Public CC802022

Designations / Affiliations

Practicing Affiliate, Appraisal Institute #497613

Senior Member (SR/WA) International R/W Association (IRWA) #4463

Certified in Negotiations (R/W-NAC) and Relocation Assistance (R/W-RAC) by IRWA

IRWA Finance Committee 2016-17

IRWA Chap 26 President / VP – 1996, 2009-2013

IRWA Region 6 Chair 2019 - present

IRWA Region 6 Vice Chair 2017 to 2019

IRWA Region 6 Sec/Treas 2015-2017

Founding Board Member, Right of Way Consultants Council

2006 IRWA Chap.26 (Central/South Florida) Professional of the Year

2014 IRWA Region 6 (Southeastern US) Professional of the Year

SPECIALIZED EDUCATION and OTHER QUALIFICATIONS

- ❖ Qualified as an expert witness in Circuit Courts of Florida and Probate Courts of Alabama
- ❖ Approved appraiser by the Division of State Lands / Dept. of Environmental Protection, Army Corps of Engineers, State of Florida, Counties of Pasco, Manatee, Hillsborough, Brevard, Osceola, Volusia
- ❖ Qualified and experienced Project Manager / Relocation Project Manager in accordance with the Uniform Relocation Act by FHWA, Dept. of Transportations in FL, TX, AL, IL, NC, Ga, VA
- ❖ IRWA Classes 100 (Principles), 103 (Ethics), 105 (URA Exec Summary) 201 (Communications), 205 (Bargaining Negotiations), 207 (Practical Negotiations for US Federal and Federally Assisted Projects) 407 (Contaminated Properties Valuation), 501 (Residential Relocation), 502 (Business Relocation), 503 (Mobile Home Relocation), 504 (Computing RHP's), 506 (Advanced Business Relocation), 530 (Business Move Process), 801 (US Land Titles), 802 (Legal Aspects of Easements), 803 (Eminent Domain Law), 901 (Engineering Plans), 902 (Property Descriptions), 903 (Underground Infrastructure Panorama)
- ❖ Appraisal Courses: AB I, AB II; Appraisal Institute Course I320 General Applications; Course 400G General Market Analysis and Highest & Best Use; Business Practices and Ethics; Condemnation Appraising: Principles & Applications; The Appraiser as an Expert Witness: Prep and Testimony; Litigation Appraising Applications; Complex Litigation Appraisal; Property Taxation: Valuation & Consultation Services webinar; Review Theory-General; Review Case Studies-General
- ❖ Appraisal Seminars: Appraisals of Real Property in Distressed Markets (Appraisal Foundation / American Bankers Association)
- ❖ Real Estate Sales and Broker Courses – Bob Hogue School of Real Estate; St. Petersburg, FL (Principles, Practices and Law) Real Estate Broker Course – Baylor University; Waco, TX (Principles I and II, Contracts, Agency)
- ❖ 23 CFR 710 Final Rule FHWA Webinar



Mike Patterson, PSM
Vice President

Contract Role: Survey/Mapping

Years' Experience: 23

Office Location: Tampa, FL

Education

- B.S., Surveying, Pennsylvania State University, 2001

Professional Registrations

- Florida Professional Surveyor & Mapper – LS 6560

Professional Affiliations

- Florida Surveying and Mapping Society

Summary of Experience

Mr. Patterson has 23 years of experience providing surveying, mapping, and subsurface utility engineering professional services on a multitude of transportation projects throughout Florida. Mr. Patterson has supervised and participated in many surveying projects including right-of-way control surveys, right-of-way mapping, geodetic control surveys, design/topographic surveys, boundary surveys, and subsurface utility surveys. He has developed standards and procedures for field and office work to increase efficiency and quality of the produced deliverables while always focusing on safety.

As Vice President of Surveying of ECHO UES, Inc., Mr. Patterson is involved with Standard Operating Procedure (SOP) development and implementation, staff training, quality control, technical leadership, and general business tasks pertaining to ECHO's partners.

Significant Projects

West Pipkin Road Widening Project, Polk County, FL: Mr. Patterson served as Senior surveyor for this project where ECHO provided Subsurface Utility Engineering services, which included designating and locating the position of underground utilities in areas where design elements were in potential conflict with utilities. ECHO Fee: \$125,000

Thompson Nursery Road, Polk County, FL: Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of Thompson Nursey Road @ West Lake Ruby Drive. This project consists of the final design and construction of this new roadway. ECHO was requested to provide survey, subsurface utility engineering, and utility coordination services. Mr. Patterson currently serves as the Survey lead. ECHO Fee To Date: \$197,100 (Ongoing)

Polk County NE2 & NW Generators Site Improvements, Polk County, FL: Mr. Patterson served as the Senior Surveyor for this project where ECHO provided Subsurface Utility Engineering and Topographic Survey services which resulted in designating and locating the position of underground utilities located at the project generator sites defined within the project scope. ECHO Fee: \$14,975

US 92/SR 600 at Fish Hatchery Road, Polk County, FDOT District 1 (FPN 4419983-1): Mr. Patterson served as the project manager and surveyor of record for this design project in which ECHO is responsible for establishing horizontal and vertical control, retracing the historic alignment, R/W calculation from record information (R/W maps, plats, last deed of record), topographic survey, survey of geotechnical borings and designating (CI/ASCE 38-02 Quality Level B) and locating (CI/ASCE 38-02 Quality Level A) subsurface utility engineering. ECHO Fee: \$112,900

Hillsborough County Public Works TWO 23, Miscellaneous Traffic & Engineering Services, Hillsborough County, FL: A safety improvement project for Hillsborough County along N. 15th St. from E. Fowler Ave. to La Place Circle, where nine (9) cross walks and eighteen (18) pedestrian signal poles were installed to improve the safety of pedestrians within the neighboring community. ECHO's professional services were requested to provide subsurface utility engineering (SUE) to determine the location of existing underground utilities potentially in conflict with the proposed pedestrian signal pole foundation locations and to support the engineer of record's efforts associated with the final design and construction of the safety improvement project. Mr. Patterson was the Senior Surveyor overseeing the design survey, designating (CI/ASCE 38-02 Quality Level B), and locating (CI/ASCE 38-02 Quality Level A) subsurface utility engineering efforts to support the engineer of record's efforts. ECHO Fee: \$44,000



**Jeraldo Comellas, Jr., PE
President**

Contract Role: SUE Lead

Years' Experience: 38

Education

- B.S., Civil Engineering, University of South Florida, 1986
- A.A., Engineering, Hillsborough Community College, 1982

Professional Registrations

- Professional Engineer (PE) – Florida - #45838
- Professional Engineer (PE) – Mississippi - #27049
- Professional Engineer (PE) – Louisiana - #41310

Professional Affiliations

- Florida Engineering Society
- American Society of Civil Engineers
- American Society of Highway Engineers
- Society of Hispanic Professional Engineers

Summary of Experience

Mr. Comellas is President of ECHO UES Inc. (ECHO) and serves as the leader of the business with primary control of the company's staff, assets, and financial resources. He has 38 years of civil engineering and survey experience and orchestrates the hiring of leadership and expansion of the business as well as risk management.

Mr. Comellas is highly experienced in managing multi-service projects, ensuring clients' needs and deadlines are met. Mr. Comellas founded ECHO as President and, with a few strategic partners, established three offices located in Tampa, Oviedo, and Gainesville. He has played an instrumental role in launching and growing ECHO's footprint for subsurface utility engineering and surveying services in the transportation design and design-build project industry. Mr. Comellas' knowledge and experience obtained during his nearly 20 years with the Florida Department of Transportation (FDOT D1 & D7) and his 18 years in the private consultant engineering sector has contributed to his past success serving various clients in managing subsurface utility engineering and utility coordination contracts.

Mr. Comellas will serve as Project Manager 3 on this contract. In this role, he will support the Engineer of Record, as needed, with scope and estimate development, the financial oversight of the projects in addition to ensuring adequate equipment and staff are available to meet scheduled tasks.

Significant Projects

Rockridge Road Bridge Replacement, Polk County, FL: This project consists of providing professional engineering services for the bridge replacement on Rockridge Road inclusive of construction, analyses, and plans. ECHO was requested to provide subsurface utility engineering and utility coordination services. Mr. Comellas currently serves as SUE lead. ECHO Fee To Date: \$11,700 (Ongoing)

West Pipkin Road Widening Project, Polk County, FL: Mr. Comellas served as the SUE Lead for this project where ECHO provided Subsurface Utility Engineering services, which included designating and locating the position of underground utilities in areas where design elements were in potential conflict with utilities. ECHO Fee: \$125,000

Thompson Nursery Road, Polk County, FL: Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of Thompson Nursery Road @ West Lake Ruby Drive. This project consists of the final design and construction of this new roadway. ECHO was requested to provide survey, subsurface utility engineering, and utility coordination services. Mr. Comellas currently serves as SUE lead. ECHO Fee To Date: \$197,100 (Ongoing)

Thompson Nursery Rd. (SR 540) from US 17 to West Lake Ruby Drive (2006 Alignment Study), Polk County, FL: While at a prior firm, Mr. Comellas managed the designating (CI/ASCE 38-02 Quality Level B) and locating (CI/ASCE 38-02 Quality Level A) subsurface utility engineering and supporting survey services to map the horizontal and vertical position of underground utilities to support the engineer of record efforts associated with the final design and completion of final construction documents for the County. Project Fee: \$250,000

Polk County NERWWTF Clarifier Addition, Polk County, FL: Mr. Comellas served as the SUE lead for this project which consisted of design service for the installation of a new clarifier and other site improvements at the existing NERWW Treatment Facility in Davenport. ECHO's services included providing subsurface utility engineering and topographic survey services. ECHO Fee: \$75,600



Azalea Aoki
Utility Coordinator

Contract Role: Utility Coordination

Years' Experience: 9

Education

- High School Diploma
- Some College Coursework at St. Petersburg College

Licenses

- FL Real Estate Agent - License No. SL3045296, 2003 - Present

Summary of Experience

Ms. Aoki has 9 years of experience in performing various utility engineering services for projects throughout Florida. She is a former state employee of the Florida Department of Transportation and a graduate of the FDOT Right-of-Way Trainee program. Ms. Aoki's institutional knowledge and industry experience provides the ECHO team with a diverse level of expertise in a variety of disciplines for transportation infrastructure and project coordination in both the public and private sectors. Her background and experience provide an excellent foundation for her current role as a Utility Coordinator that includes managing projects from the early stages of design through utility certification.

Ms. Aoki will serve as Utility Coordinator and her responsibilities will include supporting the facilitation of resolution of utility/design conflicts between utility owners with facilities located within the roadway project limits and the roadway designers and engineers. She will assist in holding meetings at certain milestones with all parties involved: utility owners, designers, project owner (department of transportation, municipality, etc.) and discuss the potential impacts to the existing utility facilities and constructability of the project.

Significant Projects

Thompson Nursery Road, Polk County, FL: Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of Thompson Nursery Road @ West Lake Ruby Drive. This project consists of the final design and construction of this new roadway. ECHO was requested to provide survey, subsurface utility engineering, and utility coordination services. Ms. Aoki currently serves as Utility Coordinator QA/QC. ECHO Fee To Date: \$197,100 (Ongoing)

Rockridge Road Bridge Replacement, Polk County, FL: This project consists of providing professional engineering services for the bridge replacement on Rockridge Road inclusive of construction, analyses, and plans. ECHO was requested to provide subsurface utility engineering and utility coordination services. Ms. Aoki serves as Utility Coordinator QA/QC. ECHO Fee To Date: \$11,700 (Ongoing)

Central Ave. Bikeway from W. 7th Ave. To US Business 41/N. Florida Ave., Hillsborough County, FL, FDOT D7: This project consists of the construction of a bikeway on N. Central Avenue from W. 7th Avenue to US Bus. 41/Florida Avenue. Other improvements include ADA ramps, curb returns, bulb outs for on-street parking, pavement striping for crossing and designations, RRFB's, signals and minor drainage. ECHO currently provides subsurface utility engineering, survey, and utility coordination services for this contract. Ms. Aoki currently serves as the Utility Coordinator on this project. ECHO Fee To Date: \$243,700 (Ongoing)

Riverview Elementary School Circulation Improvements, Hillsborough County, FL: This sidewalk project consists of improvements and enhancements to pedestrian facilities within the project area to improve the safety and mobility for pedestrians/bicyclists and address traffic circulation/mobility issues. ECHO provides survey, subsurface utility engineering, and utility coordination services. Ms. Aoki serves as Utility Coordinator. ECHO Contracted Fee: \$51,000 (Ongoing)

US 19/SR 55 from S. of CR 528/Drew St. to N. of CR 576/Sunset Point Rd, FDOT D7, Pinellas County, FL: This project consists of various improvements to the roadway segment including milling and resurfacing, performing general safety modification work, and incorporating lane repurposing. ECHO currently provides subsurface utility engineering, survey, and utility coordination services for this contract. Ms. Aoki currently serves as the Utility Coordinator on this project. ECHO Fee To Date: \$228,000 (Ongoing)

Joseph Roberts, P.E.

Structures Peer Review

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Polk County, FL — Project Manager. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting.

Bone Valley ATV Bridge, Lakeland, FL — Deputy Project Manager. Kimley-Horn is provided professional engineering services for the design of a new multi-use pedestrian bridge crossing CR 630 at the Bone Valley ATV Park. Our specific services include the preparation of design studies, environmental permits, and construction documents. Served as engineer of record for the 150+' single span Florida-I beam bridge founded on concrete piling and retained with MSE walls. This project is located on an abandoned mining property and required close coordination with the County and the water management district.

Sand Lake Road Interchange Design, Florida's Turnpike Enterprise, Orlando, FL
Structural Engineer of Record for the design of a new interchange for SR 91 (Turnpike Mainline) and SR 482 (Sand Lake Road) in Orange County. The twin bridges consist of skewed and flared, concrete Florida-I Beams, simply supported on concrete piers and end bents. Average span length for the two-span bridge is 138'-6". Also responsible for the design of MSE retaining walls, mast arms, overhead sign structures and the extension of three box culverts. The Kimley-Horn team is providing roadway, drainage, and lighting design, traffic control, utility coordination, environmental services, and permitting services. Our team will also develop a Community Awareness Plan and lead one informational public meeting. Several alternatives are being considered.

SR 15/SR 600 (US 17/92) Interchange at SR 436 Design-Build, The Lane Construction Corporation for FDOT District Five — Structures Project Engineer for this \$22 million project for the design and construction of a single-point urban interchange to improve traffic capacity and safety at SR 15/600 (US 17/92) and SR 436 in the City of Casselberry. The interchange elevates four lanes of SR 15/600 (US 17-92) over SR 436 at what was previously one of the most congested at-grade intersections in Florida. The bridge over SR 436 was constructed using 209-foot long concrete 96-inch Florida-I Beams (FIB) for the main span and a combination of FIB-96 and FIB-78s for the approach spans. This superstructure alternative was a major cost and time savings over the conventional steel beams first proposed for this site. Detailed geometry was designed for the intersection to accommodate double and triple turn movements.

SR 408 Widening from SR 417 to Alafaya Trail (Contract 408-128), Central Florida Expressway Authority, Orange County, FL — Structures Project Engineer and Design Team Leader responsible for the design and plans production of the widening of SR 408 from SR 417 to east of Alafaya Trail. This project was developed as a segment of the SR 408 Widening from four general use lanes to six general use lanes. Located within Orange County, there are four existing SR 408 bridge crossing sites including the Little Econlockhatchee River, Rouse Road, Kehoe Boulevard, and Alafaya Trail. The first three sites are minor bridge widenings while the last is a bridge replacement. SR 408 over the Little Econlockhatchee River includes widening both to the inside as well as closing a ramp gore for safety improvements along with updated drainage along the bridge copings. This widening utilizes Florida-I 36 Beams. The Kehoe bridge widening site include widening to both the inside and outside of the existing SR 408 with AASHTO Type II Beams, foundations include Steel H-piles. The SR 408 over Alafaya Trail bridge replacement uses Florida-U 72 Beams and eliminates an existing median pier thereby allowing an additional turn lane below the crossing.



Special Qualifications

- Has ten years of experience in structural engineering
- Experience in complex bridge design, including post-tensioned pier caps, curved steel box girders, haunched prestressed beams, and post-tensioned concrete U-beams
- Software Aptitude: FB Multi Pier, FDOT Beam Stability, FDOT Biaxial Column, FDOT LRFD Box Culvert, FDOT LRFD Prestressed Beam, GEOPAK, LARSA 4D (FEM), MathCAD, MicroStation, RC Pier, Smart Bridge Suite, SPWall 911 Sheet Pile Design, Shoring8, STAAD (FEM), MDX

Professional Credentials

- Master of Science, Structural Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, 78547
- Professional Engineer in Minnesota, 55287
- American Society of Civil Engineers (ASCE)
- Structural Engineering Institute (SEI), Past President



Kate Willis, MPS

Cultural Resources

Kate Willis, MPS, joined SEARCH in 2023 with 15 years of experience delivering complex cultural resource projects from surveys to mitigations. She has worked on numerous transportation, federal, energy, and private sector projects in the United States and has completed over 300 architectural history projects. Ms. Willis is experienced with Sections 106 and 110 of the NHPA and Section 4(f) and the integration of those regulations into the National Environmental Policy Act (NEPA). Her undergraduate degree in History and Studio Art was completed at the University of Vermont in 2003, followed by a master's degree in Preservation Studies with an emphasis on American architectural styles in at Tulane University in 2009. Part of her graduate studies included a practicum through US/ICOMOS (now World Heritage USA) International Exchange Program at the Stockholm City Museum in Stockholm, Sweden. There she focused on an assessment of integrity and authenticity of the World Heritage Site Skogskyrkogarden, where a new crematorium was proposed as well as a partial building documentation using HABS standards. Ms. Willis' qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

EDUCATION

- MPS 2009 Preservation Studies. Tulane University School of Architecture.
- 2006 Preservation Field School. University of Oregon.
- BA 2003 History and Studio Art. University of Vermont.

PROFESSIONAL EXPERIENCE

- 2023 – Present Lead Architectural Historian, SEARCH
- 2011 – 2023 Senior Reviewer, Project Manager and Staff, Kleinfelder
- 2011 – 2014 Cultural Resources Project Manager, Architectural Historian
- 2009 – 2010 Contract Executive Director, Friends of the Justin Morrill Homestead
- 2007 – 2008 Database Technician, Pacific Life Health Insurance
- 2005 – 2007 Database Manager, Dari-Mart

SELECT PROJECT EXPERIENCE

Architectural Historian Principal Investigator, Cultural Resources Services for the Amelia Island Parkway Trail Segment 4 from SR A1A (8th Street) to Bailey Road, Nassau County, Florida. FN #437337-1-58-01. Conducted for STV, Inc. for the Florida Department of Transportation District Two. Est 7/2024 \$14,160.05

Architectural Historian Principal Investigator, Cultural Resource Assessment Survey of SR A1A Trail from Marineland to Fort Matanzas Inlet Bridge Flagler and St. Johns Counties, Florida. FM #447064-1-C2-08. TConducted for the Florida Department of Transportation, District Two. Est 4/2024\$35,429.00

Lead Architectural Historian, Cultural Resource Desktop Analysis for the North Lake Multi-use Trail Project Development and Environment Study Marion and Lake Counties, Florida. Conducted for Stantec Consulting Services, Inc. for Lake County. Est 7/2027 Cost: \$127,403.07

Lead Architectural Historian/Principal Investigator, Cultural Resource Assessment Survey of the Town of Windermere Safe Route to School Project Phase 1, (LAP), Orange County, Florida. FM #451987-1. Conducted for Kimly-Horn for the Town of Windermere. Est 11/2024 cost \$23,994.87

Lead Architectural Historian, Phase I Cultural Resource Assessment Survey in support of Stone Magnet Middle School Safe Routes to School (SRTS) Project in Brevard County, Florida. (FM No. 443292-2) Conducted for Dewberry Engineers, Inc. for the Florida Department of Transportation District Five. 2023, Value \$23,496.36

KEVIN H. SCOTT, P.E.

Senior Geotechnical Engineer



Summary of Capabilities

Geotechnical Engineering
Civil Engineering
Foundation Engineering
Project Management
Engineering Management
Ground Subsidence Investigations
Construction Materials Testing and Inspection

Years of Experience

With Tierra: 16 Years
With Other Firms: 7 Years

Education

BS, Civil Engineering, University of South Florida, 2000

Professional Organizations/Registrations

Florida Professional Engineer, No. 65514
National Society of Civil Engineers

Mr. Scott has 23 years' experience in geotechnical investigation and evaluation for roadway and bridge design, industrial, landfill, borrow sites, commercial, high rise, and residential projects. His experience includes shallow and deep foundation analyses, retaining wall design, settlement analyses, and pavement evaluation. In addition to his geotechnical experience, Mr. Scott has also provided project management and project consulting services for construction materials testing and inspection projects including high rise, industrial, roadway, commercial and residential projects.

PROJECT EXPERIENCE

Lake Wilson Road from Ronald Reagan Parkway to Osceola Polk Line Road, Polk County – Geotechnical Engineer of Record. Project consisted of evaluating the existing Lake Wilson Road and providing improvement alternatives for a widened roadway. The roadway widening would run the length of Lake Wilson Road from Ronald Reagan Parkway to Osceola Polk Line Road. The objective of the alignment study was to provide alternatives to widen the roadway from the existing 2-lane road to a 4-lane or 5-lane road. Kevin provided geotechnical input to the design team to assist in the evaluation of roadway widening alternatives. **Tierra's Fees: \$15,344.80**

Hobbs Road Safety and Rehabilitation, Polk County – Geotechnical Engineer of Record. The project consisted of 2,000 lineal feet of pavement rehabilitation improvements along Hobbs Road in Polk County. Tierra's objective was to obtain information concerning the existing pavement section and shallow subsurface conditions along Hobbs Road between Sandra Jackson Road and East Derby Avenue. Kevin provided geotechnical recommendations to support the project. **Tierra's Fees: \$2,820.00**

South Lake Wales Drainage Improvements, Polk County – Geotechnical Engineer of Record. The project consisted of evaluating three (3) new pond sites located on vacant lots near the intersections of Jefferson Street and Lincoln Street, Jefferson Street and Madison Avenue, and Jefferson Street and Washington Street in Polk County. Tierra provided geotechnical input for use in the pond design. **Tierra's Fees: \$7,056.65**

Polk Commerce Centre Spine Road, Polk County – Geotechnical Engineer of Record. The project consisted of an alignment study for the proposed Polk Commerce Centre. The project roadway alignment was proposed to be 7 miles long and include four (4) proposed pond locations. Kevin provided geotechnical recommendations to the design team to assist in the design of the roadway and stormwater ponds. **Tierra's Fees: \$7,316.00**

CR 54 at Westside Boulevard / Westside Lakes Road, Polk County – Geotechnical Engineer of Record. Tierra performed geotechnical engineering services for the proposed signal structures to be located at the intersection of CR 54 and Westside Boulevard / Westside Lakes Road in Polk County. Kevin provided geotechnical recommendations to support the design, including recommended soil parameters for use in the design of the proposed mast arm signal poles. **Tierra's Fees: \$6,488.94**

CR 54 at Heritage Pass / Briargrove Avenue, Polk County – Geotechnical Engineer of Record. Tierra performed geotechnical engineering services for the proposed signal structures to be located at the intersection of CR 54 and Heritage Pass / Briargrove Avenue in Polk County. Kevin provided geotechnical recommendations to support the design, including recommended soil parameters for use in the design of the proposed mast arm signal poles. **Tierra's Fees: \$6,558.94**

Summary of Capabilities

Environmental Consulting
Project Management
Property Acquisition & Development Due Diligence Services
ASTM Phase I & II Environmental Site Assessments
Developments of Regional Impact
NEPA Environmental Assessment
FDOT Level 1 & Level 2 Contamination Screening Evaluations
UST/AST Assessment
Compliance Monitoring & Reporting
NESHAP Asbestos Surveys
Screening for Metals-Based Coatings
Training Supervision

Years of Experience

With Tierra: 11 Years
With Other Firms: 11 Years

Education

B.A., Geography (focus Environmental Studies)
University of South Florida, 2001

Professional Certifications/Licenses

Licensed Environmental Professional #211
OSHA 40-Hour HAZWOPER General Worker (29 CFR 1910)
OSHA 8-Hour HAZWOPER Refresher (29 CFR 1910)
AAI Environmental Professional (40 CFR 312)
EPA Accredited AHERA Building Inspector (40 CFR 763)

Professional Affiliations

Tampa Bay Association of Environmental Professionals
Air Force Association
International Society of Technical and Environmental Professionals
American Society for Testing and Materials Participating Member

Senior Environmental Scientist

Licensed Environmental Professional #211

Mr. Garth has over 22 years of experience, which started in soil and groundwater contamination assessment and reporting, then morphed into environmental consulting, due diligence services and transportation related projects.

As a Project Manager, Mr. Garth has completed projects for the FDOT, County and City municipalities, financial lenders and private developers throughout Florida. Project Management duties include supervision, scheduling, quality assurance, health and safety, budgeting, purchasing, cost estimates, and invoicing. Mr. Garth has also been instrumental in the training of new personnel.

His experience includes Due Diligence Services, FDOT Level 1 and Level 2 Contamination Screening Evaluations, Developments of Regional Impact (DRI) groundwater and surface water monitoring and reporting, soil and groundwater sampling and monitoring activities for various land acquisition, development, construction and design projects. In addition, he has completed NESHAP Asbestos Surveys and screenings for metals-based coatings. His in-depth knowledge and conduct of historical research, including files from the Library of Congress, fire insurance maps, city directories, aerial photographs, satellite imagery, topographic maps and a variety of federal, state and local databases provides high quality products. He has a working knowledge of the State, federal, and local environmental laws and assists clients to find solutions.

PROJECT EXPERIENCE

Performance on 100's Phase I ESAs of residential developments, citrus groves, cattle ranches, golf courses, marinas, municipal facilities, maintenance facilities, industrial, commercial and undeveloped properties located primarily in west-central Florida. Clients have included developers, lenders, private business clients, city and county municipalities and the State of Florida.

Polk Commerce Centre CRA Spine Road, Polk County – Senior Scientist. Tierra provided contamination assessment services to support the roadway design documents for the Polk County Commerce Centre Alignment Study. The contamination memorandum specifically addressed contamination risk rankings for the pond alternatives within the design corridor. Chris reviewed historical and current site information to determine the potential contamination risk associated with each of the four (4) pond alternatives associated with the project. **Tierra's Fees: \$5,722.00.**

US 27 from CR 630A to Presidents Drive, FDOT District 1, Polk County - Senior Scientist. Chris was responsible for conducting a Level I and Level II contamination screening evaluation as part of the Design Phase Study to identify, review and evaluate known or potential contamination problems associated with the planned improvements to US 27. **Tierra's Fees: \$91,178.09.**

SR 60 from CR 630 to Grape Hammock Road, FDOT District 1, Polk County - Senior Scientist. Chris was responsible for evaluating contamination sites for thirty-four pond alternatives and the mainline, assigning risk rankings and providing the results in a Level 1 Contamination Screening Evaluation Report. **Tierra's Fees: \$42,020.31**

4 | Interaction with County and Regulatory Agency Staff

Since the North Ridge Trail project proposes a new overpass crossing I-4, its success will depend on coordination with FDOT and FHWA to obtain the necessary approvals for the:

- » Alignment Study (environmental document)
- » Break in Limited Access approval letter
- » Occupancy and Use Agreement (formerly "Airspace Agreement")
- » Construction Permit

Interaction with FDOT District One and FHWA

KCA recently successfully engaged with FDOT District One and FHWA in the exact process that will be required to implement the Alignment Study and design for the North Ridge Trail project. Our North Sarasota Multimodal Connector PD&E and design project required us to obtain environmental approval (LDCA) of a NEPA-compliant PD&E study from FDOT, a Break in Limited Access approval letter from FHWA along with a Construction Permit and Occupancy and Use Agreement, which are both now nearly complete. This very recent experience with the exact requirements we will face on the North Ridge Trail project means we are not only familiar with the process required, we are also familiar with the exact staff at FDOT and FHWA who we will interact with to implement it.

Additionally, KCA has extensive experience working directly for FDOT District One on PD&E (alignment) studies, design, and CEI projects. We will use our established relationships with District One staff and understanding of their preferences to facilitate the North Ridge Trail project.

KCA staff also serve FDOT District One as internal support to prepare and review minor PD&E (alignment) studies such as Type 1 Categorical Exclusions (CEs) and Non-Major State Actions. We have prepared 250 Type 1 CE studies for District One in the past five years under our general engineering consultant and continuing service contracts. We have also prepared and reviewed PD&E (alignment study) re-evaluations, environmental documents, supporting documentation, and feasibility studies. We use FDOT's environmental/review tools such as SWEPT, ERC, and PSEE on a regular basis.

Interaction with Polk County Staff

For more than 25 years, KCA has demonstrated our capability to work closely with Polk County technical staff, PMs, administration, senior management, and purchasing staff. We have been working side by side with staff from Polk County's Parks and Natural Resources, Roads and Drainage, and Real Estate Divisions including:

- » **Lawrence "Conner" Updike Jr., PE**, for Berkley Road, Hardin and Pipkin, and Kathleen Road environmental projects
- » **Jose Fernandez, EI**, for the Lunn Road and CR 630 Culvert Replacements, Thornhill Road BDR and BHR, and Thornhill Road Bridge Replacement
- » **William Lorenzo, PE**, for the CR 557 and Evenhouse Road signalized intersection, Inwood Multi-Use Trail, and US 98 and Duff Road intersection Improvements

- » **Doug Gable, PE**, for the CR 630 Culvert Replacement
- » **R. Wade Allen** for CR 550/Overlook Drive and Avenue G Resurfacing from 34th Street NW to Lake Howard Drive

We consistently earn high performance evaluation scores under all of our Polk County contracts. This demonstrates our ability to provide the technical expertise to deliver County projects within project budgets and on schedule. Our current Master Consultant Agreement contracts with Polk County include:

- » Professional Engineering Services for Roads and Drainage
- » Professional Engineering Services for Parks and Natural Resources

Interaction with Regulatory Agencies

KCA has provided design and environmental permitting services for numerous civil, transportation, stormwater and water quality, and environmental projects and maintains strong relationships with FDOT, FDEP, FWC, USFWS, USACE, CSX, and many other federal, state, and local environmental agencies. These well-developed relationships are continually enhanced through our well-informed, professional interactions and development of detailed deliverables. Our established relationships with these agencies will be invaluable in advocating the County's position during the permitting process. We will set up early coordination meetings with the permitting agencies to expedite any required environmental permits. Additionally, KCA has coordinated with CSX on several projects including SR 60A (District One), SR 50 Bypass (District Seven), SR 60 Grade Separation (District One), and US 41 (District Seven).

We have also prepared environmental documentation for PD&E studies, in compliance with NEPA, evaluating cumulative effects of transportation project impacts on protected species and their habitats, developing Bacterial Pollution Control Plans for impaired waterbodies, permitting floating wetland treatment systems, designing wetland restoration and mitigation, and surveying for protected species in Polk County for FDOT District One. These activities included surveys for the crested caracara, sand skinks, snail kites, scrub jays, and gopher tortoises. KCA has several environmental scientists who are FWC-approved Authorized Gopher Tortoise Agents.

We have also provided bald eagle nest monitoring and reporting to the USFWS and FWC during FDOT roadway construction in Polk County. KCA has four authorized gopher tortoise agents for any relocation needs. We have obtained authorization and moved federally endangered plants prior to roadway construction along the Lake Wales Ridge. KCA's environmental scientists have provided the specified services to FDOT under both D/W and General Engineering Consultant contracts, essentially working as an extension of FDOT staff. KCA is currently providing in-house environmental support staff at FDOT District One in Bartow. KCA scientists have prepared environmental restoration plans for SWFWMD's SWIM program, working hand in hand with SWFWMD staff.

5 | Timely Completion of Projects

KCA has committed to the availability of the key staff shown on our organization chart for this project so that it is completed on time or ahead of schedule and within budget. We specifically selected these individuals for this contract after examining their existing and projected workloads for the next 12 months and confirming their availability and commitment to this Polk County project.

Our team can perform all design elements in-house, and our depth of additional talented staff gives us flexibility to support other specialty requirements that may arise. KCA offers the resources of a PD&E/environmental staff of 20, roadway staff of 44, structures staff of 41, traffic staff of 12, drainage staff of 18, and nearly 120 inspectors (bridge inspection and CEI). We have reviewed the staffing availability over the next 12 months for the key team members and determined that they will all have adequate time to complete this project. Due to our large staff including multiple disciplines at KCA, we have a surplus of staff capable of working on these projects if unforeseen conditions occur to keep these projects on schedule and within the County's budget. The KCA team will provide the County with the necessary staff, resources and responsiveness for this contract.

As shown in the table on the following page, many of KCA's current County projects are nearing completion and our projected workload will be decreasing. Given the resources of the team, we are extremely confident that we have the experienced staff and availability to complete this project. KCA is committed to maintaining the appropriate number of personnel required to meet the needs of this contract.

Controls to be Used to Maintain Schedule and Budget

As a 47-year veteran in this industry, KCA understands the need to efficiently complete projects within established budgets and schedules. Our experience with PD&E studies and design projects, familiarity with local conditions, and working relationship with Polk County, FDOT District One, and other local municipalities will enable our team to deliver a quality project on time and within budget.

The KCA team is committed to meeting or exceeding all schedule and budget requirements while providing excellence in executing work plans to ensure the County's best interests are met. We understand that schedule is a

AVAILABLE WORKLOAD CAPACITY

KCA's team has the resources and available workload capacity to meet the requirements of Polk County for the North Ridge Trail project, including backup capabilities in the event of unforeseen circumstances.

major focal point for any project, and it has a direct impact on the overall budget for the project. The KCA team has the experienced staff and resources devoted to completing this contract on time while maintaining budget requirements. Our PM, **Michael Campo, PE**, will work closely with our team members, identifying areas and developing solutions to ensure the integrity of the schedule and quality of the project is not compromised. He will draw upon the technical resources of the entire firm (nearly 350 professionals) as needed to successfully accomplish this project. With corporate support from **Guillermo Madriz, PE**, Vice President/Principal-in-Charge, KCA guarantees all necessary resources, both technical and managerial, will be made available to complete this project on time and within budget.

Perhaps the most important aspect of KCA's project management approach is our PM's awareness of the schedule. Managing all tasks from kickoff to production, to permitting and construction bid documents, and ensuring everything in between occurs in the correct order ensures the project stays on schedule. A project that has a sound technical approach from the very beginning will flow smoothly through the project phases because all critical decisions will have been made at the correct time. Conversely, any component of the project that is not completed in the proper sequence could jeopardize the schedule at a later sequence.

Our PM for this project, Mr. Campo has more than 19 years of management experience and is well versed in recognizing potential problems that may impact the schedule and will address them immediately. Proper coordination with regulatory agencies and utility owners will also alleviate potential delays to the schedule. Managing subconsultants and ensuring they understand the project schedule is vital. Our team members must realistically forecast their upcoming workload to ensure they will have the available manpower to perform the tasks when the schedule dictates. To help manage all of this, we use Primavera P6 Professional scheduling software and project management



Tab 5-2

POLK COUNTY ACTIVE WORKLOAD	
Project	Status
Polk County: Stormwater Infrastructure Improvement Projects (2022)	No active tasks; Contract expires Dec. 2026
Polk County: Professional Engineering for Roads and Drainage (2022)	Two active tasks; Contract expires Oct. 2027
Polk County: Professional Engineering for Parks and Natural Resources (2022)	Five active tasks, Contract expires Aug. 2027
Polk County: Professional Services for Drainage Improvement Projects – Roads and Drainage (2022)	Three active tasks, last task expires Aug. 2023

tools including Microsoft SharePoint. SharePoint is a web-based, collaborative platform that is used to store and share documents, facilitate team communications, and more.

Regular tracking of work efforts completed and time expended provide the PM with the best insight on a project’s progress. Mr. Campo will be intimately involved in every aspect of the project to ensure the project work plan is effectively executed. His emphasis on communication and keeping the County PM informed at all times through timely meeting minutes, progress reports, and project review updates will ensure there are no surprises. KCA utilizes Deltek Vision as our accounting project management database and Microsoft’s cloud-based Power BI (Business Intelligence) platform to monitor the work efforts and associated fees expended on each project. All staff hours negotiated for the project will be used to develop the appropriate tasks and subtasks within our project management database, which will permit the constant comparison between project completion and payout. KCA’s Power BI platform can produce very detailed reports for our PM such as:

- » Total time spent on a project
- » Time spent on a specific task within the project
- » Detailed project budgetary data
- » Status of invoicing
- » Milestone tracking



Power BI dashboard

This data will be provided to the County’s PM for review and analysis on a monthly basis in time to provide up-to-date schedule information for presentation at internal production coordination meetings. Schedules for all projects are maintained on a central board that can be reviewed by staff for conflicts and peak production times. During our weekly

project management meetings, upcoming submittal dates are discussed and coordinated with production personnel to meet our schedule goals. Reports of work efforts to date versus the projected efforts based on the critical path method schedule are also used by KCA’s managers to review progress.

All of KCA’s electronic project files are backed up and secured “in the cloud” and in-house software support is available for all projects, providing additional reassurance to the County that schedules will never be impacted by lost project data.

Personnel Assignments and Task Management for Efficient Service

KCA’s team members are assigned for each task based on the simple theory of using the highest quality staff at the lowest possible classification qualified to perform the necessary tasks. The technical expertise of the team and its members must match the needs of the project. This approach maximizes the quality of the product produced while minimizing the costs/fees needed to produce the product. The KCA team will provide the County with the best group of professionals available who have a vast knowledge of the County’s procedures as well as required expertise within their respective disciplines while maintaining cost-efficient productivity.

The effective handling of tasks is based upon the qualifications of our team members necessary to complete the task and effective communication amongst team members. As shown on our organizational chart on page 3-6, all personnel assignments will funnel down from Mr. Campo based upon the knowledge and expertise required for various tasks on a project along with our past working relationships. This is extremely important in effectively handling the tasks requiring specialized knowledge. Our PM, Mr. Campo, will act as the catalyst to communicate and coordinate with all disciplines throughout this contract. Ensuring all team members are interconnected enables the sharing of ideas and new perspectives not apparent to other disciplines, considering each discipline approaches situations differently. This central leadership will guarantee cost-effective and efficient service for this project.

Frequent meetings with the entire project team will maintain focus on project goals and continually identify potential improvements to the process. As part of the weekly meetings, the QA/QC status and needs are specifically addressed to ensure time is scheduled for quality reviews.

6 | Surveys of Past Performance

As requested in Polk County's RFP, KCA has included client survey questionnaires for the following projects:

- » North Sarasota Multi-Modal Connector/I-75 Overpass, Sarasota County
- » SR 56 Extension from Meadow Pointe Boulevard to US 301 Design-Build, FDOT District Seven/Cone & Graham
- » 19th Avenue NE Widening – US 41 to US 301 PD&E Study, Hillsborough County
- » Progress Boulevard Widening – Magnolia Park Boulevard to Valleydale Drive, Hillsborough County
- » US 92/SR 600/Gandy Boulevard (East of 4th Street to Westshore Boulevard) PD&E and Design, FDOT District Seven

Survey Questionnaire – Polk County

RFP 24-174, Professional Engineering Services for Northridge Trail Project

To: Ken Stokes, PE, MBA (Name of Person completing survey)
Sarasota County (Name of Client Company/Contractor)
 Phone Number: 941.861.0884 Email: kstokes@scgov.net
 Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:
 Project name: North Sarasota Multi-Modal Connector, Sarasota County, FL
 Name of Vendor being surveyed: Kisinger Campo & Associates, Corp.
 Cost of Services: Original Cost: \$1,145,600 Ending Cost: \$1,145,600
 Contract Start Date: 1/2015 Contract End Date: 6/2023

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

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

Printed Name of Evaluator KENNETH J. STOKES
 Signature of Evaluator: Kenneth J. Stokes
 Please fax or email the completed survey to: tsansone@kcaeng.com

Survey Questionnaire – Polk County

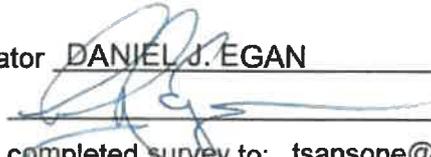
RFP 24-174, Professional Engineering Services for Northridge Trail Project

To: Dan Egan (Name of Person completing survey)
 Cone & Graham, Inc. (Contractor) (Name of Client Company/Contractor)
 Phone Number: 813.623.2856 Email: degan@conegraham.com
 Total Annual Budget of Entity N/A
 Subject: Past Performance Survey of Similar work:
 Project name: SR 56 Extension from Meadow Pointe Blvd. to US 301 Design/Build, FDOT D7
 Name of Vendor being surveyed: Kisinger Campo & Associates, Corp.
 Cost of Services: Original Cost: \$4,966,000 Ending Cost: \$4,966,000
 Contract Start Date: 11/2014 Contract End Date: 7/2019

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 DANIEL J. EGAN

Signature of Evaluator: 

Please fax or email the completed survey to: tsansone@kcaeng.com

NOTE: Hillsborough County is an agency that will not provide an answer in writing. Please contact the person listed directly for information about past performance.

Survey Questionnaire – Polk County

RFP 24-174, Professional Engineering Services for Northridge Trail Project

To: Amanda Sotomayor, PE (Name of Person completing survey)
Hillsborough County (Name of Client Company/Contractor)
 Phone Number: 813.307.1850 Email: sotomayora@hillsboroughcounty.org

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: 19th Avenue PD&E Study

Name of Vendor being surveyed: Kisinger Campo & Associates, Corp. (KCA)

Cost of Services: Original Cost: \$2.3 million Ending Cost: \$2.3 million

Contract Start Date: 1/14/2020 Contract End Date: 6/30/2023

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
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 Amanda Sotomayor, PE

Signature of Evaluator: _____

Please fax or email the completed survey to: eguggino@kcaeng.com (Elisa Guggino)

NOTE: Hillsborough County is an agency that will not provide an answer in writing. Please contact the person listed directly for information about past performance.

Survey Questionnaire – Polk County

RFP 24-174, Professional Engineering Services for Northridge Trail Project

To: Amanda Sotomayor, PE (Name of Person completing survey)
Hillsborough County (Name of Client Company/Contractor)
 Phone Number: 813.307.1850 Email: sotomayora@hillsboroughcounty.org

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Progress Boulevard PD&E and Design

Name of Vendor being surveyed: Kisinger Campo & Associates, Corp. (KCA)

Cost of Services: Original Cost: \$1.65 million Ending Cost: \$1.65 million

Contract Start Date: 4/22/2019 Contract End Date: 10/4/2023

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
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 Amanda Sotomayor, PE

Signature of Evaluator: _____

Please fax or email the completed survey to: eguggino@kcaeng.com (Elisa Guggino)

NOTE: FDOT is an agency that will not provide an answer in writing. Please contact the person listed directly for information about past performance.

Survey Questionnaire – Polk County

RFP 24-174, Professional Engineering Services for Northridge Trail Project

To: Craig Fox, PE (Name of Person completing survey)
 FDOT District Seven (Name of Client Company/Contractor)
 Phone Number: 813.975.6082 Email: craig.fox@dot.state.fl.us
 Total Annual Budget of Entity N/A
 Subject: Past Performance Survey of Similar work:
 Project name: US 92/Gandy Blvd. PD&E and Design
 Name of Vendor being surveyed: Kisinger Campo & Associates, Corp. (KCA)
 Cost of Services: Original Cost: \$2.6 million (PD&E fees) Ending Cost: \$2.6 million (PD&E fees)
 Contract Start Date: 02/2020 Contract End Date: 12/2024 (design estimated completion)

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 Craig Fox, PE

Signature of Evaluator: _____

Please fax or email the completed survey to: eguggino@kcaeng.com

EXHIBIT A

SCOPE OF SERVICES FOR

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E)

STUDY – PHASE ONE

for the

NORTH RIDGE TRAIL EXTENSION OVER INTERSTATE-4

Polk County

This Scope of Services discusses the responsibilities of Polk County (hereinafter referred to as the COUNTY) in the preparation of NEPA documents for the transportation facility described as follows:

Financial Project ID: TBD
Federal Aid Project No.: B-23-CP-FL-0405
ETDM No.: TBD
County Section No.: S 12/13/19/24, T26S, R26E
Bridge No.: N/A
Railroad Crossing No.: N/A
Project Type: New Alignment
Lead Agency: OEM
Federal Funding: Yes
Anticipated Class of Action: Type 2 Categorical Exclusion

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the COUNTY when conducting Project Development and Environment (PD&E) Studies necessary to comply with Florida Department of Transportation (FDOT) procedures and underlying laws and regulations and to obtain OEM approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- Major work groups include:
 - 2.0 – Project Development & Environmental (PD&E) Studies
 - 3.2 – Major Highway Design
 - 4.2.1 – Major Bridge Design – Concrete
 - 4.2.2 – Major Bridge Design - Steel
- Minor work groups include:
 - 6.1 - Traffic Engineering Studies
 - 7.1 - Signing, Pavement marking & Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way, & Construction Surveying
 - 9.1 - Soil Exploration
 - 9.2 - Geotechnical Classification Lab Testing
 - 9.3 - Highway Materials Testing
 - 9.4.1 - Standard Foundation Studies

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in FDOT's current version of the **PD&E Manual** and **FDOT Design Manual (FDM)**. As discussed in **Part 1, Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, the Project documents prepared must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the COUNTY and FDOT (District 1 and OEM).

Any documents requiring FDOT District 1 oversight review prior to being submitted to agencies or OEM will be noted in the scope. FDOT oversight reviews will focus on high-level conformance and are not meant to substitute technical or quality reviews of deliverables and documents. The COUNTY is fully responsible for all work performed and work products developed under this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

The objective is to provide a new roadway and bridge across the Interstate 4 limited access right-of-way approximately 0.75 miles west of the existing I-4/US 27 interchange overpass. The study will consider improvements to extend the existing North Ridge Trail roadway to connect the existing North Ridge Trail/Access Road intersection with the existing North Ridge Trail intersection with FDC Grove Rd.

The study will evaluate a two-lane roadway with a sidewalk and shared use path. The proposed roadway will include a bridge spanning the Interstate 4 roadway. The proposed bridge structure will accommodate the ultimate configuration of the I-4 limited access right-of-way including the median multimodal corridor as documented in previously approved NEPA studies

2.1 PROJECT OBJECTIVES

The PD&E Study has the following project objectives:

- To provide a new connection across Interstate 4 to improve the interconnectivity of the Polk County roadway network and relieve congestion on the nearby segment of US 27.

The Project's impact on the social, economic, cultural, natural, and physical environment, will be analyzed and assessed to develop the Location and Design Concept of the Project in accordance with FDOT policy, procedures, and requirements.

Project documents and materials that have been prepared prior to the PD&E phase shall be reviewed. The Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report shall be reviewed, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, and / or any responses from FDOT District 1 pertaining to this Project. Concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies shall also be reviewed. The COUNTY shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The appropriate level of engineering and environmental analyses will be conducted related to the anticipated Class of Action for this Project, as outlined in the **PD&E Manual**, the **FDM**, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined during ETDM screening, the Lead Agency will determine it after completion of the environmental analyses.

2.2.1 Governing Regulations

Services performed by the COUNTY, or its agents (the CONSULTANT), must comply with all applicable FDOT Manuals and Guidelines. The COUNTY and the CONSULTANT, will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories

- PD&E Manual
- ETDM Manual
- SocioCultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Interchange Access Request User's Guide
- Highway Capacity Manual (HCM)
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- A Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Development of Pedestrian Facilities
- Highway Safety Manual (HSM)
- Right of Way Mapping Handbook
- Right of Way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Drainage Manual
- FDOT Drainage Design Guide
- Structures Manual
- CADD Manual
- Quality / Level of Service Handbook
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure No. 525-030-120
- Traffic Analysis Handbook
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Federal Transit Administration (FTA) and Federal Rail Administration (FRA) Program Guidance
- Project Management Handbook
- FDOT Traffic Engineering Manual

2.2.2 Personnel

The COUNTY will designate a Project Manager to represent the COUNTY for this Project. FDOT District 1 will provide staff for oversight reviews of documents, public workshop materials, and public hearing materials, as stated in the scope. FDOT District 1 staff will also be available to answer procedural questions, as needed.

The COUNTY must ensure that persons executing the work on this study meet the personnel qualifications necessary to complete the required activities for this Scope of Services.

A Licensed Professional Engineer in the State of Florida shall sign and seal all engineering reports, documents, technical special provisions, and plans as required by FDOT standards.

2.2.3 Lead Agency, Cooperating Agencies and Participating Agencies

The Lead Agency for this Project is the Florida Department of Transportation – Office of Environmental Management (OEM).

2.2.4 Quality Control

FDOT requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The COUNTY will ensure that a Quality Control (QC) process for this project is developed and adhered to.

2.2.5 Submittals

The COUNTY is responsible for determining the submittal schedule and reviewing any documents prepared by them or the CONSULTANT. FDOT District 1 will review the draft submittals noted below and provide the COUNTY with review comments and approvals, as necessary.

PD&E Provisions for Work:

- Quality Control Plan
- Project Schedule

Public Involvement:

- Public Involvement Plan (also review by FDOT District 1)
- Public Hearing Transcript
- Comments and Coordination Report
- Meeting Agendas, Handouts, Notes, and Summaries

PD&E Engineering:

- Project Traffic Analysis Report (also review by FDOT District 1)
- Preliminary Engineering Report (also review by FDOT District 1)
- Location Hydraulics Report (LHR)
- Pond Siting Report (PSR)
- Conceptual Design Plan Set (also review by FDOT District 1)
- Geotechnical Report
- Typical Section Package (also review and approval by FDOT District 1)
- Bridge Development Report (also review by FDOT District 1)
- Utilities Assessment Package
- Design Variations and Exceptions Package (also review and approval by FDOT District 1)

Environment:

- Environmental Document with support documentation (also review by FDOT District 1)
- Noise Study Report (also review by FDOT District 1)
- Level I Contamination Assessment Report (CSER)
- Water Quality Impact Evaluation (WQIE)

- Natural Resource Evaluation (NRE) (also review by FDOT District 1)
- Cultural Resources Assessment Survey (CRAS) (also review by FDOT District 1)
- Section 4(f) Documentation (also review by FDOT District 1)

General:

- Project Commitments Record (also review by FDOT District 1)
- Planning Consistency Form (also review by FDOT District 1)

Upon completion of the Project, the COUNTY will transfer to FDOT in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an acceptable portable storage drive.

2.3 ADDITIONAL SERVICES

The CONSULTANT will be requested to provide the following additional services for this Project.

2.3.1 Alternative Corridor Evaluation (N/A)

Alternative Corridor Evaluation is not applicable for this project.

2.3.2 Advance Notification

Advance Notification will be completed as part of the Project's ETDM Programming Screen to be undertaken by FDOT District 1.

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The COUNTY or CONSULTANT will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook**.

3.1 PUBLIC INVOLVEMENT

3.1.1 Public Involvement Program

The PIP must include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. The Sociocultural Data Report (SDR) from ETDM will be attached to the PIP. A sample template for the PIP is located in **Part 1, Chapter 11** of the **PD&E Manual**. At a minimum, the PIP must include the following:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g. television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments
- Discussion of public comments will be analyzed and incorporated, as appropriate

FDOT District 1 will review PIP, however, the COUNTY will provide signature approval on this document.

3.1.2 Public Involvement Data Collection

The CONSULTANT is responsible for collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONSULTANT is responsible for maintaining and regularly updating both an electronic and paper public involvement project file, which will document a record of all public involvement activities for the project.

The CONSULTANT is responsible for identifying and maintaining the Project mailing list that may include, officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT is responsible for logistics associated with determining the location of and setting up for public meetings/workshops/hearings.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT is responsible for the preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 1 The Polk County Board of County Commissioners
- 3 Presentations to the Polk Transportation Planning Organization (includes associated technical and citizen committees, as applicable)
- 1 Alternatives Public Information Meeting
- 2 Other Public and Agency Meetings or informal meetings

For any of the listed meetings, the CONSULTANT is responsible for the preparation of the following:

- Agenda
- Presentation scripts
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Display advertisements (the CONSULTANT will pay the cost of publishing) FDOT District 1 will review
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the CONSULTANT will pay the cost of first class postage)
- News releases or project fact sheets. COUNTY must review new releases and fact sheets at least two (2) weeks before the meeting or mail out
- Meeting summaries provided to the COUNTY no later than five (5) business days after the meeting
- Preparation of response letters for COUNTY signature on public comments

FDOT District 1 will provide comments and approval on Alternatives Public Information Meeting materials at least three weeks prior to the workshop. The COUNTY and CONSULTANT will participate in briefing and debriefing meetings with FDOT District 1 staff related to the Alternatives Public Information Meeting.

COUNTY will arrange for a suitable number of personnel with appropriate technical expertise (based on project issues), to attend the Alternatives Public Information Meeting.

3.3 PUBLIC HEARING

The COUNTY and CONSULTANT are responsible for sending notifications to the Lead Agency, local governments, and regulatory agencies at least 25 but no more than 30 calendar days prior to the public hearing date.

Notifications to elected officials will be distributed by the COUNTY and may be signed by the County Manager. All other public officials notifications may be signed by the County Project Manager.

The CONSULTANT is responsible for preparing a newsletter for property owners announcing the public hearing. The newsletters will be sent to property owners at least 17 to 24 calendar days prior to the public hearing.

The CONSULTANT is responsible for the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Notification on the COUNTY's Public Notice webpage
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public review
- PowerPoint/Video Presentation with script
- Proposed typical sections and aerials depicting alternative corridors and alternative alignments
- Hard copies of technical reports and Environmental Documents
- Meeting location signs
- Brochures or handouts
- Title VI compliance signs
- NEPA Assignment compliance signs
- Security (off-duty law enforcement), if needed
- Display advertisements; any press releases and/or advertisement will indicate that the meeting is a COUNTY activity
- Expenses associated with arranging for a court reporter to be present and obtaining transcripts of comments made during the Public Hearing
- Response to public comments

3.4 COMMENTS AND COORDINATION REPORT

The CONSULTANT will prepare Comments and Coordination Report containing transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with **Part 1, Chapter 11** of the **PD&E Manual**.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT

The CONSULTANT shall prepare a display advertisement for the notification of the Approved Environmental Document. The CONSULTANT is also responsible for sending newsletter notifications to property owners notifying them of the Approved Environmental Document.

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

The COUNTY will identify and list any special or additional public involvement requirements.

Correspondence

The COUNTY and the CONSULTANT prepare responses to any public inquiries as a result of the public involvement process.

Newsletters

The CONSULTANT shall prepare newsletters at various key points during the study. The newsletters shall be mailed to elected officials, property owners, businesses and interested persons included on the mailing list. A maximum of four (4) newsletters are anticipated (kickoff notification, Alternative Public Information Meeting notification, public hearing notification, LDCA notification).

Web Site Development

- N/A

Videos, Renderings, etc.

The CONSULTANT shall prepare one (2) narrated PowerPoint presentations , one for the Alternatives Public Information Meeting and one for the Public Hearing. See Section 3.1 and 3.2 for presentation requirement related to the Public Information Meeting and Public Hearing.

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

The COUNTY and CONSULTANT are responsible for engineering activities essential to developing and evaluating Project alternatives as outlined in **Part 2, Chapter 3** of the **PD&E Manual** and as specified in this section.

The CONSULTANT is responsible for verifying the purpose and need for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, input received through the public involvement process and from the Programming Screen Summary Report.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives. Development of the conceptual design alternatives will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, and environmental analysis, the COUNTY will recommend a proposed design concept to advance to the Design Phase.

4.1 REVIEW OF PREVIOUS PLANNING STUDIES

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**.

4.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the Project including roadway geometrics, typical section elements, signalization and other operational features, access features, right of way requirements, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

The CONSULTANT will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY

Aerial Photography Coordination

Use Aerial Photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The latest Polk County aerials should be used. Aerial photography shall be prepared for the following uses at the noted scales:

Overall Project Location Map	1"= 400'
Drainage Map	1"= 200'
Concept Plans	1"= 100'

Survey Coordination

The CONSULTANT will establish secondary horizontal and vertical control and provide 3D topographic survey services within the limits shown on the accompanying SurveyLimits.kmz file. Primary horizontal and vertical control and right-of-way lines are to be provided by Polk County.

4.4 GEOTECHNICAL INVESTIGATION

The CONSULTANT will perform a review of previously completed geotechnical surveys and compile available boring data from previous projects within the project limits. Field reconnaissance of the Project area will be performed to determine conditions that may affect development of Project alternatives. A Geotechnical Technical Memorandum will be prepared which summarizes the geotechnical investigation that will be used to facilitate the data for final design.

To support the Bridge Concept Report (BCR), perform a subsurface exploration consisting of a single Standard Penetration Test (SPT) boring at each end bent of the bridge spanning Interstate 4. Perform associated laboratory testing on the collected soil samples and classification of the encountered subsurface conditions. Complete foundation capacity analyses and prepare a Geotechnical report to support the BCR

4.5 TRAFFIC ANALYSIS

As part of the proposed North Ridge Trail roadway extension and new I-4 overpass, a Traffic Technical Memorandum (TTM) will be prepared to study the traffic operations impact of the new I-4 overpass on the adjacent I-4 interchange at US 27. The I-4 at US 27 interchange is located approximately 0.75 miles to the east of the proposed new overpass. The new overpass will consist of a multi-span bridge over I-4 with a two-lane undivided typical section also including a sidewalk and shared use path.

The study area shall extend along I-4 from approximately the westbound on-ramp to the eastbound on-ramp of the US 27 interchange. Along US 27, the study area shall extend from approximately Minute Maid Ramp Road 1 to Florida Avenue including the seven signalized intersections along US 27 (at Minute Main Ramp 2/Citrus Ridge Dr., Heller Brothers Blvd., Home Run Blvd./Posner Blvd., I-4 eastbound on/off rampa, I-4 westbound on/off ramps, Access Road, and Waverly Barn Road) and the unsignalized intersections (at

Minute Maid Ramp Road 1, Ernie Caldwell Blvd. eastbound on-ramp, Heller Ct., Ritchie Rd., and Florida Ave.). The study limit will also include two new intersections (at the North Ridge Trail extension roadway and existing North Ridge Trail/Access Road and at the North Ridge Trail extension roadway and Home Run Blvd.) and the existing intersection of North Ridge Trail and FDC Grove Road. The FDOT Intersection Control Evaluation (ICE) process and Signal Warrant Analysis will be conducted at the two new intersections and existing North Ridge Trail/FDC Grove Road intersection.

DATA COLLECTION

Traffic Count

Traffic count information for the project shall consist of the following information

24-Hour Bi-Directional Volume Counts (will be obtained from FDOT count stations):

- US 27 south and north of I-4
- I-4 mainline west and east of US 27
- I-4 at US 27 eastbound and westbound off- and on-ramps

The CONSULTANT will verify if any of the above listed traffic counts need to be supplemented with 72-hour classification volume counts.

4-Hour Turning Movement Counts (will be collected by the CONSULTANT):

- US 27 at Minute Maid Ramp Rd. 2/Citrus Ridge Dr.
- US 27 at Heller Brothers Blvd.
- US 27 at Home Run Blvd./Posner Blvd.
- US 27 at I-4 eastbound on/off ramps
- US 27 at I-4 westbound on/off ramps
- US 27 at Access Rd.
- US 27 at Waverly Barn Rd.
- North Ridge Trail at FDC Grove Rd.

The CONSULTANT will contact Systems Planning staff to verify availability of recent counts that may be used for this study. The CONSULTANT shall summarize, seasonally adjust and balance existing traffic count information and provide tabular and graphic representations of existing 2024 am and pm peak hour traffic volumes. AADT information shall be provided for all intersection approaches, ramps and I-4 mainline in the study area. Directional split (D value) and truck percentages (daily and peak) shall be calculated for US 27 and the I-4 mainline based on a review of the traffic data collected against historical data from the latest FDOT Transportation Information (FTI) DVD or the County's Traffic County Program. The CONSULTANT shall be responsible for developing traffic forecasts for the HCS analyses and for developing the Synchro model.

Field Review

The CONSULTANT shall perform a field review. Data to be collected includes:

- Sign/Traffic Control Device/Signal Equipment Inventory

- Existing Lighting Equipment Inventory

The CONSULTANT shall gather and summarize the following am and pm peak information.

- Existing Level of Service conditions for the study area.
- Travel times/average speed along US 27
- Observed queuing at signalized intersections and left turn lanes.
- Information to determine saturation flow rates for signalized intersections.
- The CONSULTANT shall make note of any other conditions or observations that may influence design considerations during the field review.

The CONSULTANT shall summarize the level of service analysis and field review information in tabular and graphic formats as applicable. Work efforts as required for the signal design efforts shall be done in accordance with District 1 Guidelines and Manual on Uniform Traffic Studies (MUTS).

Travel Demand and Plan Information

FDOT District 1 will provide a sub-area validated Base Year 2020 District One Regional Planning Model (D1RPM) for use in the TTM. The Department will also provide future travel demand models for the No-Build and Build Alternatives based on the latest adopted 2050 D1RPM, which will reflect the Base Year sub-area validation revisions. The sub-area validation will meet the requirements of the FSUTMS Model Update Task C: Develop Standardized Distribution and Assignment Models.

FUTURE YEAR TRAVEL ESTIMATES

The CONSULTANT shall provide 2050 traffic projections for the same locations as identified for the existing conditions. The CONSULTANT shall develop AADT travel demand model forecasts by adjusting forecast model Peak Season Average Annual Weekday Traffic (PSWT) outputs using appropriate Model Conversion Factors (MOCF). The CONSULTANT shall review historic count information, Bureau of Economic and Business Research (BEBR) population projections, and any other data available. As necessary, the CONSULTANT shall provide recommendations for use of different forecasts or growth rates. The CONSULTANT shall perform a balance checking for roadway segments that cannot “lose” traffic and any major traffic volume breaks that cannot be validated based on roadway features (driveways).

Future Year Traffic Volumes – Average Annual Daily Traffic

Using the recommended growth methodology, the CONSULTANT shall develop future year AADTs for 2030, 2040 and 2050. Future year AADTs shall be provided for all locations as identified for the existing conditions and where applicable additional locations as necessitated by different Alternatives.

Future Year Traffic Volumes - Design Hour Traffic

Design hour traffic volumes or Directional Design Hour Volumes (DDHVs) shall be developed by the CONSULTANT. AADT volumes as developed based on the above methodology will be converted to Design Hour Traffic or DDHVs for peak and reverse peak directions (i.e., am and pm). The DDHVs shall be balanced along roadway segments that cannot “lose” traffic and any major traffic volume breaks that

cannot be validated based on roadway features (driveways). Design hour traffic volumes shall be developed using a standard K factor and D factors developed from the existing traffic count information.

Truck percentages for the peak and daily conditions shall be reviewed based on FDOT historic traffic count information and data collected for the study. The more conservative estimation of truck percentages shall be used for design elements such as ESAL, alternatives analysis and noise considerations. Other factors such as peak hour factors (PHF), driver factors, etc. shall be developed from the traffic information collected for this project.

ALTERNATIVES

The CONSULTANT shall analyze the network with two alternative:

- Alternative 1: Network with the new roadway extension and overpass
- Alternative 2: Network without the new roadway extension and overpass

It is anticipated that approximately 4 scenarios will be required.

DESIGN ELEMENTS

Based on the data and information developed, the CONSULTANT shall provide information for various design elements of the project. This information shall consist of traffic volumes to develop initial signal timings, storage lengths for turn lanes, pavement design, and other elements needed to support the design of the new roadway extension and overpass and to examine the impact of the new roadway extension and overpass on the two adjacent interchanges and the surrounding transportation network. Specific guidelines for signal timings shall be based on the most recent District 1 Traffic Operations Guidelines for Development of Traffic Signal Timings, Department's MUTS and all applicable governing provisions.

DOCUMENTATION (TRAFFIC TECHNICAL MEMORANDUM)

The CONSULTANT shall summarize the information as described above in a Traffic Technical Memorandum that shall consist of the following elements:

- Existing Traffic Conditions, Factors and Inventories
- Future Year Traffic Forecasts (with and without the new roadway extension and overpass)
- Interchange evaluation at I-4/US 27
- Summary and Recommendations

The CONSULTANT shall provide the following information for preparing the required deliverables:

- Existing Conditions – This element shall consist of collecting all available traffic counts (current and historic), inventory of existing traffic control equipment, roadway characteristics, current future year traffic projections, collision data and any previously prepared studies that have been completed within the last 5-year period. The CONSULTANT shall report and analyze existing traffic operations (level of service, existing queues, saturation flow rates if

applicable and travel speeds. All traffic counts and volumes shall reflect the year 2024 as the existing year traffic volume.

- Future Year Conditions – The CONSULTANT shall review previous studies, review the most recent travel demand forecasting model and determine if the future year traffic forecasts used in past studies need to be updated. This task will include a sub-area validation for the currently approved DIRPM model. The CONSULTANT shall develop future year AADT volumes for the adjacent interchanges.
- Design Traffic Volumes - The CONSULTANT shall use the recently approved FDOT’s standard K factor and traffic count derived D value to determine Directional Design Hour Volumes (DDHV) from the AADT. The CONSULTANT shall develop DDHVs representing peak and reverse peak (i.e., am and pm) conditions.
- Impact on adjacent interchanges– This task shall compare the performance of the I-4 at US 27 interchange with and without the proposed roadway extension and overpass. The analysis shall include the morning and afternoon peaks of the Opening Year 2030, Mid-Year 2040 and Design Year 2050.
- Design Elements – The CONSULTANT shall provide support information for various design elements for the project. This information shall consist of traffic volumes to develop initial signal timings, storage lengths for turn lanes, pavement design, ramp design, alternatives testing and other elements needed for to support the interchange design effort.

The Traffic Technical Memorandum shall summarize the aforementioned information in a technical memorandum that includes narrative text, figures, tables and support information. The Technical Memorandums may be submitted in component form for partial approvals. Each submittal shall provide a draft, draft final and final version in pdf format with appendices and analysis files (HCS and Micro-Simulation) provided in electronic format.

MEETINGS AND COORDINATION

The COUNTY and the CONSULTANT shall participate in the following meetings:

- Project Coordination Meetings
- Review Meetings (FDOT D1, DIRC, CO)
- Presentation Meetings (DIRC, FHWA, MPO)
- Public Information/Public Hearing
- Other Miscellaneous Meetings

INFORMATION PROVIDED BY FDOT

FDOT District 1 shall provide the following information:

- Collision/Accident – 5 Year History
- Previous Studies
- Existing As-Built Plans or Design Plans
- Existing Signal Timings
- All recent (last 2-3 years) Studies for Traffic Data Collection, Signal Re-Timing or other work performed in the study area
- Any other information pertinent to the study in the FDOT’s records and files

TRAFFIC DATA FOR NOISE AND AIR STUDIES

The CONSULTANT shall also furnish traffic information for noise analysis (LOS C threshold service link volumes from the most recent FDOT Q/LOS Tables) or actual roadway volumes for analysis results greater than LOS C threshold link volumes. The CONSULTANT shall provide a summary of air quality inputs consistent with the level of service reporting for the intersection level of service summary tables.

Estimates of vehicle composition to be used for the noise analysis shall be based on applying the percentage breakdown of vehicle composition to the AADT and truck percentages recommended for use in the study. The percentage breakdown of vehicle composition is available from the 72-hour classification counts collected for the study and can be compared with FDOT TTMS sites for similar roads in Polk County as a reasonableness check. The CONSULTANT will provide air and noise information in the appendix under a section labeled – Air and Noise Analysis Information.

4.6 SIGNAGE (N/A)

4.7 TOLLING CONCEPTS (N/A)

4.8 SAFETY

4.8.1 Crash Data

The CONSULTANT will obtain the most recent five (5) years of available data from the COUNTY's crash database and other local sources for this Project. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.8.2 Safety Analysis

The CONSULTANT will perform safety analysis in accordance with **Part 1, Chapter 2** of the **PD&E Manual**. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives as agreed upon in the Traffic Analysis Methodology.

4.8.3 Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in the PTAR.

4.9 UTILITIES AND RAILROAD

The CONSULTANT will obtain information regarding utilities and railroad in accordance with **Part 2, Chapter 21** of the **PD&E Manual**.

4.9.1 Utilities

A Utility Assessment Package will be prepared. The Utility Assessment Package must contain items specified in **Part 2, Chapter 10** of the **PD&E Manual**.

A list of UAOs within the project area will be determined. The UAOs will be notified existing and planned utility information for major above ground and subsurface facilities will be requested from them, within the Project.

Potentially significant utility conflicts will be considered and evaluated as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the COUNTY and the CONSULTANT should refrain from making any compensability determinations in any of the documentation/assessments that they create.

4.9.2 Railroads (N/A)

4.10 ROADWAY ANALYSIS

4.10.1 Design Controls and Criteria

Design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements will be prepared according to FDOT standards.

4.10.2 Typical Section Analysis

Conceptual typical sections will be developed for the Project alternatives which address transportation needs and context. Development of typical sections must consider Context Sensitive Solutions and Complete Streets approaches and the needs of all Project users.

4.10.3 Geometric Design

Geometric design will be performed using the established Project design controls and criteria. The Project traffic data and results of traffic analysis will also be used to design appropriate roadway elements. Both preliminary vertical profile and horizontal alignments of the mainline will be established. The design of Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets, and any additional information, as required. See **Part 2, Chapter 3** of the **PD&E Manual** for more engineering and design considerations.

For each alternative evaluated in detail, sketches of plan, profile, and typical sections shall be prepared as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

4.10.4 Intersections Evaluation

Appropriate intersection control will be proposed based on the results of project traffic analysis to establish an overall intersection footprint at the following intersections:

- New North Ridge Trail extension roadway and existing North Ridge Trail/Access Rd.
- New North Ridge Trail extension roadway and Home Run Blvd.
- North Ridge Trail and FDC Grove Road

4.10.5 Access Management

The COUNTY will determine access management requirements for the proposed North Ridge Trail roadway extension.

4.10.6 Multimodal Accommodations (N/A)

4.10.7 Maintenance of Traffic

Alternatives will be evaluated for constructability and the ability to maintain traffic during construction according to **Part 2, Chapter 3** of the **PD&E Manual**. Estimated cost to maintain traffic in the construction cost estimate for the Project alternative will be included in the PER.

4.10.8 Lighting

The need for lighting will be evaluated in accordance with applicable manuals, guidelines, standards and current design memorandums. Estimated cost for lighting in the construction cost estimate for the Project alternative will be included in the PER.

4.11 IDENTIFY CONSTRUCTION SEGMENTS

There is one construction segment associated with this project.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (N/A)

4.13 STRUCTURES

4.13.1 Existing Structures (N/A)

4.13.2 Structure Typical Sections

The CONSULTANT will develop typical sections options for the proposed bridge over I-4. These will include the FDOT's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Coordination with the FDOT District 1's Structures Design Engineer is required.

4.13.3 Structure Design Alternatives

The CONSULTANT will evaluate conceptual vertical and horizontal geometry and clearance requirements for the bridges and document structural design calculations and design assumptions used in the analysis. Review and approval of structures alternatives by FDOT District 1's Structures Design Engineer is required.

4.14 DRAINAGE

Drainage analysis will be performed in accordance with the **Drainage Manual** and **Part 2, Chapters 11 and 13** of the **PD&E Manual**. The Contamination Screening Evaluation Report and any other related report findings shall be incorporated into the Drainage Reports.

4.14.1 Floodplain and Environmental Permit Data Collection

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. High water elevations in each basin will be determined and analyzed and the information will be used to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the Project.

4.14.3 Floodplain Compensation Analysis

For each roadway alternative, the base floodplain elevations will be determined and encroachments and appropriate compensation provisions will be estimated, including incorporating floodplain compensation site requirements into the Pond Siting Report.

4.14.4 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements, and estimate the stormwater management facility needs for each roadway alternative.

The COUNTY or the CONSULTANT will schedule an Environmental Look-Around (ELA) meeting (See **Part 2, Chapter 11 of the PD&E Manual**) with COUNTY staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, meeting notes should be documented in the project file.

If the ELA reveals no regional pond sites within the Study Area, the CONSULTANT will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify a preferred pond site for each basin. Additionally, the inflow or outfall easement requirements for each pond site will be indentified. If additional pond sites are revealed, they will be used as a potential option.

A Pond Siting Report or Conceptual Drainage Design report will be prepared in accordance with the **Drainage Manual** and the **Stormwater Management Facility Handbook**.

4.14.5 Drainage Design (N/A)

4.14.6 Location Hydraulics Report

The CONSULTANT will prepare a Location Hydraulics Report for the project in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

4.14.7 Bridge Hydraulics Report (N/A)

4.15 LANDSCAPING ANALYSIS (N/A)

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES

4.16.1 Construction Cost Estimates

The CONSULTANT will develop construction cost estimates using FDOT's Long Range Estimate (LRE) program. The CONSULTANT is responsible for providing FDOT District 1 with markups to LRE printouts that the District will use to input into the LRE system. Markups should allow at least a three week turnaround for estimates. The CONSULTANT is responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the FDOT District 1's annual Work Program update cycle. Construction costs must include traffic management and right of way costs.

4.16.2 Right of Way Cost Estimates

Based on typical section analysis and FDOT design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. Establishment of construction limits will consider location drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the COUNTY must acquire.

The COUNTY's Right of Way staff will estimate the cost for right of way acquisition, as well as cost estimates for relocations and business damages, if any. These cost estimates will need to follow all state and federal guidelines, as applicable.

4.17 ALTERNATIVES EVALUATION

4.17.1 Comparative Alternatives Evaluation

The CONSULTANT will establish evaluation criteria at the beginning of the Project, which must be agreed upon with the COUNTY before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in

detail in the PD&E Study. The matrix will include the performance of the No Build Alternative as the baseline for comparison.

4.17.2 Selection of Recommended Alternative

The COUNTY will select a recommended alternative based on review and analysis of engineering, environmental, and public involvement issues related to this Project. The recommended alternative should also be reviewed by FDOT District 1 staff.

4.17.3 Value Engineering (N/A)

4.18 CONCEPT PLANS

The CONSULTANT will prepare concept plans for all viable Project alternatives in appropriate scales overlaid on the base map.

4.18.1 Base Map

The CONSULTANT will produce a base map of the project area using FDOT's CADD standards. The base map will contain an aerial photo and existing characteristics for the project. The base map must show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The CONSULTANT will prepare base maps for the following uses (at noted scales):

- Overall Project Location Map (1"=400')
- Overall Drainage Map (1"=200')
- Corridor Maps (Roll Plots) (1"=100')

4.18.2 Alternatives Concept Plans

Alternative concept plans will be prepared and overlaid on the base map. The concept plan must show potential location for bridges, culverts, retaining walls, right of way lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale according to the FDOT **CADD Manual**.

4.18.3 Preferred Alternative

The preferred alternative concept plans will be finalized by incorporating comments received from the Public Hearing at the discretion of the COUNTY. The preferred alternative shall be reviewed by FDOT District 1.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package (excluding pavement design) in accordance with the **FDM**. The bridge typical for the overpass over the interstate will require concurrence signatures from the FDOT District 1 District Design Engineer and the District

Structures Engineer.

4.18.5 Design Exceptions and Design Variations

The CONSULTANT will prepare Design Exceptions and Design Variations Package for the preferred alternative for approval in accordance with the FDM.

4.19 TRANSPORTATION MANAGEMENT PLAN (N/A)

4.20 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation shall be signed and sealed by a Florida-licensed professional engineer.

A Preliminary Engineering Report (PER) will be prepared as per **Part 2, Chapter 3** of the **PD&E Manual**.

4.21 PLANNING CONSISTENCY

4.21.1 Transportation Plans

The following plans or studies should be reviewed as appropriate:

- TPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)
- State Transportation Improvement Program (STIP)

4.21.2 Planning Consistency Form

The COUNTY will finalize the Planning Requirements for Environmental Document approval in the appropriate form.

4.22 Transit Systems, Services, and Design (N/A)

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this Project. Prior to beginning environmental work, the COUNTY and the CONSULTANT will review the ETDM Programming Screen Summary Report, summary degree of effect, resource agencies' comments, permits that may be required, and GIS information from the Environmental Screening Tool (EST). This review will support the ability of the COUNTY and the CONSULTANT to adequately assess the potential for Project alternatives to affect known environmental resource issues.

The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the **PD&E Manual**. All Build Alternatives and the No Build Alternative will be analyzed with respect to impacts to natural, cultural, social and physical resources and all analyses will be documented in the reports. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. Additionally, the results of the environmental analysis will be summarized in the Environmental Document. The CONSULTANT will verify and record in the Environmental Document any environmental resource that is identified as "No Involvement". The results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project will be summarized in the Environmental Document.

5.1 SOCIOCULTURAL EFFECTS

A Sociocultural Effects (SCE) evaluation will be conducted in accordance with **Part 2, Chapter 4** of the **PD&E Manual**. The results of the SCE Evaluation will be documented in the Environmental Document and in the Project file and / or complete a stand-alone SCE report if required. If no involvement for a particular issue is indicated, then standard statements to that effect from **Part 2, Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

- **Community Cohesion:** Potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities will be identified and assessed.
- **Special Community Designation:** Potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations will be identified and assessed.
- **Safety / Emergency Response:** Potential Project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices will be identified and assessed.
- **Demographics:** Potential Project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area will be identified and assessed.
- **Community Goals and Quality of Life:** Potential Project impacts on social value changes and compatibility with community goals and vision will be identified and assessed.

5.1.2 Economic

- **Business and Employment:** Potential Project impacts to business and employment activity in the project area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic- oriented land use, economic development plans, special designations, and community development priorities will be assessed. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.
- **Property Values and Tax Base:** Potential Project impacts on the tax base, employment opportunities, and property values will be assessed.

5.1.3 Land Use Changes

The Project's consistency with the physical character of the area and applicable community plans will be evaluated.

5.1.4 Mobility

The potential Project impact on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area will be evaluated.

5.1.5 Aesthetics

The Project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character, will be evaluated and summarized in accordance with the **Part 2, Chapter 5** of the **PD&E Manual**.

5.1.6 Relocation Potential

This resource is not present or will not be impacted by the project.

5.2 CULTURAL RESOURCES

The CONSULTANT will prepare a Research Design and Survey Methodology for the project, to be submitted to the FDOT District 1 for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the Project Study Area, and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites). Each of the cultural resource issues will be summarized in the Environmental Document. If noninvolvement for a particular issue is indicated, then a statement to that effect will be included. CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665, as amended)** and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**, to perform all work in this task.

The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

5.2.1 Archaeological and Historic Resources

Impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE) will be identified and analyzed. The APE must include potential pond sites. The CONSULTANT will prepare a research design methodology and perform a Cultural Resources Assessment Survey in accordance with **Part 2, Chapter 8** of the **PD&E Manual**. All work will be documented and coordinated with appropriate agencies as per **Part 2, Chapter 8** of the **PD&E Manual**, and the FDOT's **Cultural Resource Management Handbook**. Any resources issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report will be reviewed and addressed.

The COUNTY and the CONSULTANT will assist the FDOT in meetings by providing technical support in Section 106 Meetings, such as Cultural Resource Committee Meeting.

Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form will be prepared. The Research Design and Survey Methodology and the Pond Site Technical Memo will be included in the CRAS appendix. The CRAS will be prepared and reviewed by the COUNTY and then submitted to FDOT District 1 for review and approval. FDOT will submit the CRAS to OEM and SHPO for review and approval.

5.2.2 Recreational, Section 4(f)

- **Section 4(f) Determination of Applicability:** The documentation and coordination required for a Section 4(f) Determination of Applicability will be completed in accordance with **Part 2, Chapter 7** of the **PD&E Manual**.
- **Section 4 (f) "de minimis" Documentation:** Section 4(f) "de minimis" documentation will be prepared in accordance with **Part 2, Chapter 7** of the **PD&E Manual**.
- **Section 4(f) Evaluation:** The documentation for Section 4(f) requirements will be completed in accordance with **Part 2, Chapter 7** of the **PD&E Manual**.

The Section 4(f) documentation will be prepared by the CONSULTANT and reviewed by the COUNTY and then submitted to FDOT District 1 for review and approval. FDOT will submit the Section 4(f) documentation to OEM for review and approval.

5.3 NATURAL RESOURCES

The CONSULTANT will assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

The CONSULTANT will identify the natural resource evaluation area. The direct and indirect effects will be assessed and the severity of the following items will be documented in the Environmental Document and project file:

5.3.1 Wetlands

Wetlands and Surface Waters: The type, quality, and function of wetlands will be identified, or previously completed documentation will be referenced relevant to the Project. Uniform Mitigation Assessment Method (UMAM) will be established for representative wetlands in accordance with **Part 2, Chapter 9** of the **PD&E Manual**. Alternatives will be evaluated that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. Any impact to wetlands requires development of a Conceptual Mitigation Plan. Results of Wetlands Evaluation will be detailed in the Natural Resources Evaluation (NRE) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

5.3.2 Essential Fish Habitat (N/A)

5.3.3 Wildlife and Habitat

Analysis and Report: Research, field reviews, survey, and coordination necessary to determine Project involvement with and potential impacts to federal and state protected, threatened or endangered species and their habitats will be performed. Additionally, a study design will be developed (which will be approved by the FDOT) to evaluate the magnitude of Project involvement with wildlife and their habitat. If required, the Biological Assessment will be prepared as a part of the NRE.

The Project's potential impacts to wildlife and habitat will be assessed in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The COUNTY and the CONSULTANT will assist the DEPARTMENT in consultations, if required.

Conservation Measures and Mitigation Plan: The CONSULTANT will provide a description of the habitat conservation measures to be considered and will provide an analysis of wildlife and habitat conservation measures.

5.3.4 Natural Resource Evaluation Report

The results of the Wetlands and EFH, Wildlife and Habitat, evaluations will be documented in a Natural Resources Evaluation (NRE) report in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The NRE will be prepared by the CONSULTANT and reviewed by the COUNTY and then submitted to FDOT District 1 for review and approval. FDOT will submit the NRE to agencies and OEM for review and approval.

5.3.5 Water Quality

The data for water quality will be evaluated and documented in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with **Part 2, Chapter 11** of the **PD&E Manual**.

5.3.6 Special Designations

The data for the following special designations will be evaluated and documented if applicable: Outstanding Florida Waters, Wild and Scenic Rivers, Aquatic Preserves, Coastal Barrier Resource, and Scenic Highways, in accordance with **Part 2, Chapters 5, 10, 12, and 15** of the **PD&E Manual**, respectively.

5.3.7 Identify Permit Needs

The COUNTY and the CONSULTANT will review the Programming Screen Summary Report and identify permits required for the project.

Permits expected for this project include:

- US Army Corps of Engineers – Section 404 Dredge and Fill Permit
- Southwest Florida Water Management District – Environmental Resource Permit
- Florida Department of Environmental Protection – National Pollutant Discharge Elimination System Permit
- Florida Fish and Wildlife Conservation Commission – Gopher Tortoise Relocation (OPTIONAL SERVICE if required)
- United States Fish and Wildlife Service – Skink ITP (OPTIONAL SERVICE if required)

5.3.8 Farmland

If applicable, Potential farmland impacts will be evaluated and documented in accordance with **Part 2, Chapter 6** of the **PD&E Manual**.

5.4 PHYSICAL EFFECTS

The CONSULTANT will summarize each of the physical effect issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The physical effect evaluation area will be identified. The direct and indirect effects will be assessed and the severity of the following will be documented:

5.4.1 Noise

The CONSULTANT will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration in accordance with the **Part 2, Chapter 18** of the **PD&E Manual** and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The COUNTY and the CONSULTANT will attend a noise study methodology meeting with the FDOT prior to beginning analysis on noise walls that affect Interstate 4.

Methodology and results of noise analysis and noise abatement evaluation will be documented in the Noise Study Report (NSR). The CONSULTANT will provide to FDOT an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and "readme" file that support the information documented in the report for all noise walls that may affect Interstate 4.

If the Project is determined to be a Type III project, the CONSULTANT will document that in the Project File.

The Noise Study Report will be prepared by the CONSULTANT and reviewed by the COUNTY and then submitted to FDOT District 1 for review and approval.

5.4.2 Transit Noise and Vibration Analysis (N/A)

5.4.3 Air Quality

An Air Quality Technical Memorandum should not be required for this project. Air quality should be discussed in the Environmental Document.

5.4.4 Construction Impact Analysis

The potential impacts of construction of the Project alternatives will be evaluated and documented in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

5.4.5 Contamination

The CONSULTANT will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites in accordance with **Part 2, Chapter 20** of the **PD&E Manual**.

Data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions will be documented in the Contamination Screening Evaluation Report.

5.5 CUMULATIVE EFFECTS EVALUATION

The CONSULTANT will perform and document cumulative effects evaluation of each resource of concern identified based on context and in consultation with FDOT as per the process outlined in the **Cumulative Effects Evaluation Handbook**. The cumulative effects evaluation should build upon information derived from the direct and indirect effects analyses.

5.6 PROJECT COMMITMENTS RECORD

The CONSULTANT will fill out **Form No. 700-011-35 Project Commitments Record (PCR)** to document project commitments in the Commitments section of the Environmental Document. **FDOT Procedure 700-011-035** will be used by the CONSULTANT for recording the project commitments. The CONSULTANT will forward the completed PCR form to FDOT.

6.0 ENVIRONMENTAL DOCUMENT

The COUNTY will provide FDOT District 1 with all the documentation required to complete the Environmental Document Form and all attachments in accordance with **Part 1, Chapter 5** of the **PD&E Manual**.

7.0 COMPENSATION

In consideration of providing the Services outlined in Sections 1.0 – 6.0 of this Scope of Services, the COUNTY shall pay CONSULTANT based on a not to exceed amount of **\$1,839,792.64**, as stated in its fee proposal, dated August 7, 2024, which is attached hereto and made a part hereof this Agreement.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: North Ridge Trail
 County: Polk
 FPN: TBD
 FAP No.: TBD

Consultant Name: Kisinger Campo and Assoc., Corp.
 Consult. No. N/A
 Date: 8/7/2024
 Estimator: M. Campo

"PD&E Study - Phase One"

Staff Classification	Hours From "SH Summary Firm"	Project Manager	Chief Engineer	Senior Engineer	Senior Project Engineer	Engineer	Engineering Intern	Senior Designer	Engineering Technician	Chief Scientist	Senior Scientist	Scientist	GIS Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Project Description and Objectives	630	\$250.00	\$311.00	\$263.00	\$223.00	\$195.00	\$140.00	\$238.00	\$116.00	\$266.00	\$188.00	\$89.00	\$265.00	630	\$173,061	\$274.70
Public Involvement	1,264	504	0	0	63	0	0	0	0	63	63	0	0	1,261	\$282,295	\$223.80
Engineering Analyses and Considerations	3,219	253	128	128	128	63	63	126	126	63	63	0	126	3,220	\$750,582	\$233.10
Environmental Analysis and Reports	1,245	322	322	644	644	322	322	322	161	161	0	0	0	1,248	\$267,366	\$214.24
Environmental Document	188	125	125	125	125	125	125	125	125	62	62	62	62	188	\$40,314	\$214.44
Total Staff Hours	6,547	1,223	592	914	977	529	529	592	431	295	197	71	197	6,547	\$1,523,618.00	\$232.72
Total Staff Cost	\$354,670.00	\$184,112.00	\$245,866.00	\$223,733.00	\$103,155.00	\$74,060.00	\$123,138.00	\$49,996.00	\$78,470.00	\$39,006.00	\$7,029.00	\$40,365.00	\$1,523,618.00	Check =	\$1,523,618.00	\$232.72

SALARY RELATED COSTS:
 OVERHEAD: \$1,523,618.00
 OPERATING MARGIN: \$0.00
 FCCM (Facilities Capital Cost Money): \$0.00
 EXPENSES: \$0.00
SALARY RELATED SUBTOTAL: \$1,523,618.00
 Survey (Field - il by Prime) 0.00 4-man crew days \$ / day
SUBTOTAL - PRIME \$1,523,618.00
 Subconsultant AAG Survey: 94,726.84 SUE/UC: 27,309.84 \$9,427.60
 Subconsultant ECHO \$122,036.68
 Subconsultant Search \$71,892.54
 Subconsultant Terra Contamination: 63,858.26 GeoTech: 48,959.56 \$112,817.82
 Subconsultant \$0.00
 Subconsultant \$0.00
 Subconsultant \$0.00
 Subconsultant \$0.00
 Subconsultant \$0.00
 Subconsultant \$0.00
SUBTOTAL ESTIMATED FEE: \$1,839,792.64
 Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$1,839,792.64

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
 3. Enter the rate for each classification in Row 9.

Mardi Miller

From: Wade Brown <wade@americanacquisition.com>
Sent: Friday, June 28, 2024 5:00 PM
To: Mardi Miller
Cc: Michael Campo; Veronica Green
Subject: Re: Polk County-North Ridge Trail - Revisions needed by Mon @ 9AM - URGENT! - AAG

Caution: External email.

That's fine. So my revised quote is :
70 hrs x \$134.68 = \$9,427.60.

*D. Wade Brown, SR/WA
President / CEO
American Acquisition Group LLC*

From: Mardi Miller <MMiller@kcaeng.com>
Sent: Friday, June 28, 2024 1:53:24 PM
To: Wade Brown <wade@americanacquisition.com>
Cc: Michael Campo <MCampo@kcaeng.com>; Veronica Green <VGreen@kcaeng.com>
Subject: RE: Polk County-North Ridge Trail - Revisions needed by Mon @ 9AM - URGENT! - AAG

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: NORTH RIDGE TRAIL EXTENSION OVER INTERSTATE-4
 County: Polk
 FRN: 0
 FAP No.: B-23-CR-PL-0405

Consult. Name: ECHOIKCA
 Consult. No. enter consultants proj. number
 Date: 8/30/2024
 Estimator: Jerry Cornelias, Jr., PE / Azalea, Aoki

Staff Classification	Total Staff Hours From "S" Summary - Firm"	SUE PM	Senior Surveyor/Survey PM	Surveyor	CADD/Draftsman	SUE (Designating) Crew (3- Person)	SUE (Locating) Crew (3- Person)	Survey Crew to Support the SUE (3- Person)	Utility Coordinator	Staff Classification	Staff Classification	Staff Classification	SH	Salary Cost By Activity
										9	10	11	By Activity	
Project Description and Objectives	0	\$298.50	\$170.46	\$120.98	\$97.15	\$174.18	\$174.18	\$172.49	\$116.74	\$0.00	\$0.00	\$0.00	0	\$0
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Engineering Analysis & Report	200	4	4	4	12	20	20	16	120	0	0	0	200	\$27,309.84
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total Staff Hours	200	4	4	4	12	20	20	16	120	\$0.00	\$0.00	\$0.00	200	\$27,309.84
Total Staff Cost		\$1,146.32	\$681.84	\$483.92	\$1,165.92	\$3,483.60	\$3,483.60	\$2,855.84	\$14,008.80	\$0.00	\$0.00	\$0.00	200	\$27,309.84

Check = \$27,309.84

SALARY RELATED COSTS:

OVERHEAD: 0.00%
 OPERATING MARGIN: 0.00%
 FCCM (Facilities Capital Cost Money): 0.00%
 EXPENSES: 0.00%

SALARY RELATED SUBTOTAL:
 Survey (Field - If by Sub) 0.00 4-man crew day \$ / day
 SUBTOTAL - SUBCONSULTANT
 Optional Services
SUBCONSULTANT TOTAL ESTIMATED FEE:

Note:

- This sheet to be used by Subconsultant to calculate its fee

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Average Rate Per Task
#DIV/0!
#DIV/0!
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\$27,309.84
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\$27,309.84

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: North Ridge Trail
 County: Polk
 FPN: 0
 FAP No.: 1/0/1900

Consultant Name: ECHO UES, Inc.
 Consultant No.: enter consultants proj. number
 Date: 8/30/2024
 Estimator: Mike Patterson, PSM

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Surveyor/Survey PM	Surveyor	CADD/Draftsman	Clerical	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
27a. Survey (Field & Office Support)	236	\$170,446	\$120,998	\$87,116	\$114,776	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	236	\$26,801	\$113.99
Total Staff Hours	236	35	59	142	0	0	0	0	0	0	0	0	0	236	\$26,801	\$113.99
Total Staff Cost		\$5,986.10	\$7,197.82	\$13,796.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$26,800.84	\$113.99

Check = \$26,800.84

SALARY RELATED COSTS:		
OVERHEAD:		\$26,800.84
OPERATING MARGIN:	0%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$26,800.84
Survey (Field)	380	\$67,826.20 / day
SUBTOTAL ESTIMATED FEE:		\$0.00
Optional Services		\$94,726.84
GRAND TOTAL ESTIMATED FEE:		\$0.00
		\$94,726.84

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.



ECHO UES, Inc.

**POLK COUNTY, FLORIDA
Professional Engineering Services for North Ridge Trail Project
RFQ #24-174**

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles / Job Classification	Labor Rate Ranges by Position / Title / Job Classification				
	Raw Labor Rates		Multiplier	Loaded Billing Rates	
	Minimum	Maximum		Minimum	Maximum
SUE PM	\$ 96.15	\$ 120.19	2.384	\$ 229.26	\$ 286.58
Senior Surveyor/Survey PM	\$ 60.98	\$ 71.49	2.384	\$ 145.40	\$ 170.46
Surveyor	\$ 47.83	\$ 50.74	2.384	\$ 114.04	\$ 120.98
CADD/Draftsman	\$ 25.48	\$ 40.75	2.384	\$ 60.75	\$ 97.16
Clerical	\$ 28.85	\$ 48.13	2.384	\$ 68.79	\$ 114.76
Utility Coordinator	\$ 28.88	\$ 48.96	2.384	\$ 68.86	\$ 116.74
Utility Designating Crew	\$ 61.00	\$ 73.05	2.384	\$ 145.45	\$ 174.18
Utility Locating Crew	\$ 61.00	\$ 73.05	2.384	\$ 145.45	\$ 174.18
Survey Crew	\$ 58.07	\$ 74.86	2.384	\$ 138.46	\$ 178.49
			2.384	\$ -	\$ -
			2.384	\$ -	\$ -
			2.384	\$ -	\$ -
			2.384	\$ -	\$ -
			2.384	\$ -	\$ -
			2.384	\$ -	\$ -

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME
a. Personnel	
Direct Labor	1.0000
Fringe Benefits/Overhead/Administrative/General	0.0000
Overhead/General/Administrative	1.1289
Sub-total:	2.1289
b. Profit @ 12%	0.2555
Standard Multiplier:	2.384

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: North Ridge Trail
 County: Polk
 FPN: TBD
 FAP No.: 0

Consult. Name: SEARCH
 Consult. No. P24-164
 Date: 8/30/2024
 Estimator: JPF

Staff Classification	Total Staff Hours From SH Summary - Firm	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification	Staff Classification	Staff Classification	SH	Salary	Average Rate Per Task
										9	10	11			
Project Description and Objectives	0	\$198.19	\$174.04	\$145.59	\$88.41	\$136.28	\$53.63	\$86.86	\$120.46	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	594	36	80	9	24	119	237	60	29	0	0	0	694	\$71,893	\$121.03
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	594	36	80	9	24	119	237	60	29	0	0	0	694	\$71,892.54	\$121.03
Total Staff Cost	\$0,702.84	\$13,923.20	\$1,910.31	\$2,121.84	\$5,952.80	\$22,180.31	\$5,952.80	\$3,493.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,892.54	\$121.03

Check = \$71,892.54

SALARY RELATED COSTS:
 OVERHEAD: \$71,892.54
 OPERATING MARGIN: \$0.00
 FCCM (Facilities Capital Cost Money): \$0.00
 EXPENSES: \$0.00

SALARY RELATED SUBTOTAL: \$71,892.54
 Survey (Field - if by Sub) 0.00 4-man crew day: \$ / day
 SUBTOTAL - SUBCONSULTANT \$0.00
 Optional Services \$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE: \$71,892.54

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.



Southeastern Archaeological Research, Inc. (d/b/a SEARCH, Inc.)

**POLK COUNTY, FLORIDA
Professional Engineering Services for North Ridge Trail Project
RFQ #24-174**

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles / Job Classification	Labor Rate Ranges by Position / Title / Job Classification				
	Raw Labor Rates		Multiplier	Loaded Billing Rates	
	Minimum	Maximum		Minimum	Maximum
Project Manager	\$ 48.08	\$ 70.95	2.624	\$ 126.17	\$ 186.19
Chief Archaeologist	\$ 40.62	\$ 66.32	2.624	\$ 106.60	\$ 174.04
Senior Archaeologist	\$ 35.66	\$ 51.93	2.624	\$ 93.58	\$ 136.28
Archaeologist	\$ 29.60	\$ 35.68	2.624	\$ 77.68	\$ 93.63
Senior Scientist (Architectural Historian/Historian)	\$ 43.75	\$ 55.48	2.624	\$ 114.81	\$ 145.59
Scientist (Architectural History Specialist/History Specialis	\$ 33.69	\$ 33.69	2.624	\$ 88.41	\$ 88.41
GIS Specialist	\$ 27.74	\$ 37.68	2.624	\$ 72.80	\$ 98.88
Secretary/Clerical	\$ 29.43	\$ 45.91	2.624	\$ 77.23	\$ 120.48
			2.624	\$ -	\$ -
			2.624	\$ -	\$ -
			2.624	\$ -	\$ -
			2.624	\$ -	\$ -
			2.624	\$ -	\$ -
			2.624	\$ -	\$ -
			2.624	\$ -	\$ -

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME
a. Personnel	
Direct Labor	1.0000
Fringe Benefits/Overhead/Administrative/General	1.3431
Overhead/General/Administrative	-
Sub-total:	2.3431
b. Profit @ 12%	0.2812
Standard Multiplier:	2.624

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: North Ridge Trail
 County: Polk
 FPN: TBD
 FAP No.: TBD

Consultant: Nam Kisinger Campo / Tierra
 Consult No. 6511-24-158
 Date: 8/30/2024
 Estimator: Larry Moore/Mike Bair

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer 2	Chief Scientist	Engineer 1	Engineer 2	Engineering Intern	Engineering Technician	Principal Engineer	Secretary/ Clerical	Senior Designer	Senior Engineer 1	Senior Engineering Technician	Senior Scientist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$231,800	\$178,800	\$145,700	\$167,480	\$116,360	\$86,720	\$247,330	\$108,770	\$130,820	\$213,430	\$110,650	\$156,900			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
Engineering Analyses and Consideration	150	5	23	24	22	14	5	18	2	18	23	14	0	150	\$22,570.56	\$150.47
Environmental Analysis and Reports	100	0	25	0	0	10	0	3	2	3	0	10	50	100	\$14,898.70	\$148.99
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
Total Staff Hours	250	5	25	23	22	24	5	21	4	23	24	50	250	250	\$37,469.26	\$149.88
Total Staff Cost		\$1,159,000	\$4,470,000	\$3,251,100	\$4,019,520	\$2,559,920	\$2,081,280	\$1,236,650	\$435,980	\$2,747,220	\$4,908,890	\$2,655,600	\$7,845,000		\$37,469.26	\$149.88

Check = \$17,469.26

SALARY RELATED COSTS:
 OVERHEAD: \$37,469.26
 OPERATING MARGIN: \$0.00
 FCCM (Facilities Capital Cost Money): \$0.00
 EXPENSES: \$0.00
SALARY RELATED SUBTOTAL: \$37,469.26
 Survey (Field - if by Sub): \$0.00
SUBTOTAL - SUBCONSULTANT \$37,469.26
 Geotechnical Field and Lab Fees \$26,389.00
SUBCONSULTANT TOTAL ESTIMATED FEE: \$63,858.26

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: North Ridge Trail Extension over I-4
 County: Polk
 FPN: 0
 FAP No.: B-23-CP-FL-0405

Consultant Name: Tierra
 Consultant No.: 6511-23-287
 Date: 8/30/2024
 Estimator: Larry Moore/Mike Bair

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer 2	Chief Scientist	Engineer 1	Engineer 2	Engineering Intern	Engineering Technician	Principal Engineer	Secretary/ Clerical	Senior Designer	Senior Engineer 1	Senior Engineering Technician	Senior Scientist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
2a. Project Common and Project General Tasks	0	0	\$177,60	\$145,70	\$167,48	\$116,58	\$88,72	\$247,33	\$108,77	\$190,82	\$213,43	\$110,65	\$156,80	0	\$0	#DIV/0!
2b. Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
3a. Preliminary Engineering Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
3b. Environmental Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
3c. Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities and Railroads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Summary of Miscellaneous Tasks & Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report (BDR)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short-Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete - Not Applicable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Moveable Span - Not Applicable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing and Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing and Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Analysis and Noise Barrier Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. ITS Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. ITS Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	150	5	0	23	24	22	14	5	2	18	23	14	0	150	\$22,570.68	\$150.47
36. 3D Modeling	150	5	0	0	0	0	0	5	2	0	0	0	0	150	\$0	#DIV/0!
Total Staff Hours			\$0.00	\$3,351.10	\$4,019.52	\$2,559.92	\$1,214.08	\$1,236.65	\$217.54	\$2,354.76	\$4,908.69	\$1,548.10	\$0.00		\$22,570.68	\$150.47
Total Staff Cost		\$1,159.00													\$22,570.68	

SALARY RELATED COSTS:		
OVERHEAD:		\$22,570.56
OPERATING MARGIN:		\$0.00
FCCM (Facilities Capital Cost Money):		\$0.00
EXPENSES:		\$0.00
SUBTOTAL ESTIMATED FEE:		\$22,570.56
Survey (Field)		\$0.00
Geotechnical Field and Lab Testing		\$26,369.00
Optional Services		\$48,959.56
GRAND TOTAL ESTIMATED FEE:		\$48,959.56

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

Item Description	Unit	Unit Price	Quantity	Total
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 164.00		\$ -
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 89.00		\$ -
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 124.00		\$ -
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 94.50		\$ -
105-Aggregate Soundness AASHTO T104	Test	\$ 371.00		\$ -
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 115.50		\$ -
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 68.50		\$ -
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 71.50		\$ -
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 137.50		\$ -
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 78.50		\$ -
201-Asphalt Content FM 5-563	Test	\$ 170.00		\$ -
204-Asphalt Gradation FM 1-T030	Test	\$ 111.00		\$ -
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 456.00		\$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 363.00		\$ -
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 275.00		\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 227.00		\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 340.00		\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 267.00		\$ -
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 66.35		\$ -
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 38.00		\$ -
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 52.25		\$ -
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 74.50		\$ -
305-Concrete Pavement Coring - 4" Dia	Each	\$ 276.00		\$ -
306-Concrete Pavement Coring - 6" Dia	Each	\$ 300.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 14.00		\$ -
402-Geo Auger Borings- Track	LF	\$ 19.00		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,500.00		\$ -
405-Geo Barge (Owned)	Day	\$ 4,200.00		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 130.00		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 700.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,780.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 295.00	4	\$ 1,180.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	\$ 630.00		\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 115.00		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 115.00		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 130.00		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 170.00		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 115.00	16	\$ 1,840.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 115.00	20	\$ 2,300.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 130.00	4	\$ 520.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 130.00		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 440.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 430.00		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 11.00		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 12.60		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 18.90		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 27.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 7.90	100	\$ 790.00
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 9.70	100	\$ 970.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 14.70	20	\$ 294.00
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 19.95		\$ -

Item Description	Unit	Unit Price	Quantity	Total
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 45.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 55.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 75.00		\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 88.00		\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 95.00		\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 115.50		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 53.00		\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 62.00		\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 70.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 28.50		\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 37.00		\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 58.00		\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 78.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 18.50	100	\$ 1,850.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 22.00	100	\$ 2,200.00
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 37.00	20	\$ 740.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 50.00		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 17.00		\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 21.00		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 27.00		\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 33.00		\$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 12.00	100	\$ 1,200.00
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 15.75	40	\$ 630.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 19.00		\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 24.25		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 840.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 308.00		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 350.00		\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 430.00		\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 500.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 220.00	2	\$ 440.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 240.00		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 300.00		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 350.00		\$ -
525-Geo Well Development	Hour	\$ 205.00		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 280.00		\$ -
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 360.00		\$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 305.00		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 460.00		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,700.00		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,850.00	1	\$ 1,850.00
538-Geo Clearing Equipment	Day	\$ 2,400.00		\$ -
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$ 14.00		\$ -
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$ 15.00		\$ -
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$ 24.00		\$ -
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	\$ 27.25		\$ -
602-Mobilization-Vibration Monitoring Equipment	Each	\$ 399.00		\$ -
603-Mobilization Asphalt Coring Equipment	Each	\$ 515.00		\$ -
606-Mobilization Concrete Coring	Each	\$ 510.00		\$ -
608 Mobilization Drill Rig Amphibious	Each	\$ 12,600.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 13,000.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,500.00		\$ -
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 640.00	1	\$ 640.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 1,225.00	1	\$ 1,225.00
618-Geo Mobilization Support Boat	Each	\$ 670.00		\$ -
619-Geo Mobilization Tri-Pod	Each	\$ 1,900.00		\$ -
620-Mobilization of Clearing Equipment	Each	\$ 700.00	1	\$ 700.00
701-MOT Attenuator Truck	Hour	\$ 300.00		\$ -
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 5.30		\$ -
706-MOT Portable Sign	Each	\$ 52.50	12	\$ 630.00
708-MOT Provide Channelizing Devices - Cone	Each	\$ 9.00	12	\$ 108.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 310.00		\$ -
712-MOT Support Vehicle	Hour	\$ 162.00	4	\$ 648.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 115.00		\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 670.00	1	\$ 670.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	\$ 218.00	1	\$ 218.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 320.00	4	\$ 1,280.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 420.00		\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 450.00		\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 75.00	5	\$ 375.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 65.00	30	\$ 1,950.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 21.00	13	\$ 273.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 61.00	8	\$ 488.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 250.00		\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 98.00		\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 435.00		\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 385.00		\$ -
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 44.00		\$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 76.00	5	\$ 380.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 160.00		\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 160.00		\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 73.00		\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 195.00		\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 80.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 250.00		\$ -
Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
Asbestos Samples	Each	\$ 15.00		\$ -
BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
EDR Report	Each	\$ 500.00		\$ -
Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00		\$ -
Handheld GPS	Per Day	\$ 80.34		\$ -
Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00		\$ -
SPLP/TCLP Metals	Each	\$ 198.00		\$ -
TPH Method FL-Pro	Each	\$ 65.00		\$ -
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
Engineering and Technical Support Services				
Chief Engineer 2	Hour	\$ 231.80	5	\$ 1,159.00
Chief Scientist	Hour	\$ 178.80		\$ -
Engineer 1	Hour	\$ 145.70	23	\$ 3,351.10
Engineer 2	Hour	\$ 167.48	24	\$ 4,019.52
Engineering Intern	Hour	\$ 116.36	22	\$ 2,559.92
Engineering Technician	Hour	\$ 86.72	14	\$ 1,214.08
Principal Engineer	Hour	\$ 247.33	5	\$ 1,236.65
Secretary/Clerical	Hour	\$ 108.77	2	\$ 217.54
Senior Designer	Hour	\$ 130.82	18	\$ 2,354.76
Senior Engineer 1	Hour	\$ 213.43	23	\$ 4,908.89
Senior Engineer 2	Hour	\$ 196.47		\$ -
Senior Engineering Technician	Hour	\$ 110.65	14	\$ 1,549.10
Senior Scientist	Hour	\$ 156.90		\$ -
Total Estimated Fee				\$ 48,959.56

150

Field Services	\$ 20,755.00
Laboratory Services	\$ 5,634.00
Eng & Support Services	\$ 22,570.56
Total Estimated Fee	\$ 48,959.56

Field and Lab Services \$ 26,389.00



Tierra Inc

**POLK COUNTY, FLORIDA
Professional Engineering Services for North Ridge Trail Project
RFQ #24-174**

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles / Job Classification	Labor Rate Ranges by Position / Title / Job Classification				
	Raw Labor Rates		Multiplier	Loaded Billing Rates	
	Minimum	Maximum		Minimum	Maximum
Chief Engineer 1	\$ 78.85	\$ 78.85	2.812	\$ 221.75	\$ 221.75
Chief Scientist	\$ 55.77	\$ 65.87	2.812	\$ 156.84	\$ 185.25
Engineer 1	\$ 44.71	\$ 61.30	2.812	\$ 125.74	\$ 172.40
Engineer 2	\$ 51.44	\$ 62.50	2.812	\$ 144.67	\$ 175.77
Engineering Intern	\$ 38.46	\$ 41.83	2.812	\$ 108.16	\$ 117.64
Engineering Technician	\$ 29.00	\$ 30.00	2.812	\$ 81.56	\$ 84.37
Principal Engineer	\$ 84.13	\$ 84.13	2.812	\$ 236.60	\$ 236.60
Secretary/Clerical	\$ 36.00	\$ 38.00	2.812	\$ 101.24	\$ 106.87
Senior Design	\$ 41.00	\$ 48.00	2.812	\$ 115.31	\$ 134.99
Senior Engineer 1	\$ 70.19	\$ 75.00	2.812	\$ 197.40	\$ 210.92
Senior Engineer 2	\$ 63.46	\$ 70.19	2.812	\$ 178.47	\$ 197.40
Senior Engineering Technician	\$ 34.00	\$ 53.85	2.812	\$ 95.62	\$ 151.44
Senior Scientist	\$ 53.37	\$ 53.37	2.812	\$ 150.09	\$ 150.09
			2.812	\$ -	\$ -
			2.812	\$ -	\$ -

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME
a. Personnel	
Direct Labor	1.0000
Fringe Benefits/Overhead/Administrative/General	1.5110
Overhead/General/Administrative	0.0000
Sub-total:	2.5110
b. Profit @ 12%	0.3013
Standard Multiplier:	2.812

Exhibit "B"



KISINGER CAMPO & ASSOCIATES, CORP.

**POLK COUNTY, FLORIDA
Polk North Ridge Trail Road
RFP #24-174**

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles / Job Classification	Labor Rate Ranges by Position / Title / Job Classification				
	Raw Hourly Labor Rates		Multiplier (Home)	Loaded Hourly Billing Rates	
	Minimum	Maximum		Minimum	Maximum
PROJECT MANAGER	\$ 88.00	\$ 95.00	3.053	\$ 269.00	\$ 290.00
CHIEF ENGINEER	\$ 76.00	\$ 102.00	3.053	\$ 232.00	\$ 311.00
SENIOR ENGINEER	\$ 80.00	\$ 88.00	3.053	\$ 244.00	\$ 269.00
SENIOR PROJECT ENGINEER	\$ 61.00	\$ 75.00	3.053	\$ 186.00	\$ 229.00
PROJECT ENGINEER	\$ 53.00	\$ 79.00	3.053	\$ 162.00	\$ 241.00
ENGINEER	\$ 48.00	\$ 64.00	3.053	\$ 147.00	\$ 195.00
ENGINEERING INTERN	\$ 43.00	\$ 46.00	3.053	\$ 131.00	\$ 140.00
SENIOR DESIGNER	\$ 51.00	\$ 68.00	3.053	\$ 156.00	\$ 208.00
DESIGNER	\$ 39.00	\$ 58.00	3.053	\$ 119.00	\$ 177.00
SENIOR ENGINEERING TECHNICIAN	\$ 37.00	\$ 38.00	3.053	\$ 113.00	\$ 116.00
ENGINEERING TECHNICIAN	\$ 32.00	\$ 38.00	3.053	\$ 98.00	\$ 116.00
CHIEF PLANNER	\$ 104.00	\$ 104.00	3.053	\$ 317.00	\$ 317.00
CHIEF SCIENTIST	\$ 75.00	\$ 87.00	3.053	\$ 229.00	\$ 266.00
SENIOR SCIENTIST	\$ 55.00	\$ 65.00	3.053	\$ 168.00	\$ 198.00
SCIENTIST	\$ 32.45	\$ 32.45	3.053	\$ 99.06	\$ 99.06
GIS SPECIALIST	\$ 40.00	\$ 67.00	3.053	\$ 122.00	\$ 205.00
GRAPHIC DESIGNER	\$ 40.00	\$ 40.00	3.053	\$ 122.00	\$ 122.00

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME	Multiplier Calculations-FIELD
a. Personnel		
Direct Labor	1.0000	1.0000
Fringe Benefits/Overhead/Administrative/General	0.8222	0.7598
Overhead/General/Administrative	0.9033	0.7218
Sub-total:	2.7255	2.4816
b. Profit @ 12%	0.3271	0.2978
Standard Multiplier:	3.053	2.779

EXHIBIT "C"



ECONOMIC DEVELOPMENT INITIATIVE COMMUNITY PROJECT FUNDING

DISASTER RECOVERY GRANT REPORTING (DRGR) SYSTEM QUICK GUIDE

VERSION 2

Updated April 20, 2023

**U.S. Department of Housing and Urban Development
Community Planning and Development
Office of Economic Development
Congressional Grants Division
Washington, DC 20410**

**ECONOMIC DEVELOPMENT INITIATIVE
COMMUNITY PROJECT FUNDING**

**DISASTER RECOVERY GRANT REPORTING (DRGR) SYSTEM
QUICK GUIDE**

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Disaster Recovery Grant Reporting (DRGR) System Quick Guide

DRGR Overview

The Community Project Funding program utilizes HUD's payment and reporting system, the Disaster Recovery Grant Reporting (DRGR) system, for processing payments and reporting. This Quick Guide is provided to Community Project Funding grantees in setting up their profile in the DRGR system and learning the ropes for requesting payments and reporting.

The DRGR system was established for special appropriations, such as disaster grants but has been extended to include other special-purpose programs and appropriations. The system is primarily used by grantees to access grant funds and report performance accomplishments for grant-funded activities.

DRGR allows grantees to tell their story to Congress, the public and other stakeholders on project(s) progress and related activities. Additionally, if a grantee has turnover, DRGR is a repository of data for new staff.

DRGR is used by HUD staff to review grant-funded activities. Once your grant is set up in DRGR, HUD will review your information and unblock the grant to permit withdrawals after they are approved. Grantees will draw down funds by creating vouchers that list amounts by specific activity(ies). Grantees will also submit performance reports semi-annually by using the structure established in DRGR.

How to Create A DRGR Account

HUD staff will request the initial DRGR grantee administrator user accounts.

Authorized CPF users will log onto <https://drgr.hud.gov/DRGRWeb>, using the ID and password provided by HUD. The grantee will submit a new user request via the "Request New User" link in the Admin Module to give additional staff access to DRGR.

If the user does not have an authorized role, then this link is not available. To request a new account, modify an existing account, or request a deactivation, please contact the CPF mailbox at cpfgrants@hud.gov.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

DRGR URLs

LOGIN

<https://drgr.hud.gov/DRGRWeb>

USER MANUAL

<https://www.hudexchange.info/resource/4915/drgr-user-manual/>

- a. Add the User ID to the "Username" field and add the password to the "Password" field. The password is case sensitive
- b. Select the <I agree to the Terms of Service> radio button. DRGR users cannot access the DRGR System until they agree to the "Terms of Service"
- c. Select the <Login> button. If the login attempt is successful, a new page will load



Creating Roles in DRGR

Click the 'Crown icon' and then click the "request new user" icon.

Administration: User Management



Module	Menu	Submenu Options	Description
 Administration	User Management	 Associate Users to Grants	Grant DRGR Users permission to view and/or edit selected Grant(s)
		 Certify Grantee Users	[Re]certify DRGR Users
		 Request New Users	Request a New User be granted a DRGR User Account and/or Profile
		 Manage Existing Users	Request edits to an existing DRGR User Profile
		 Upload User Requests	Upload DRGR User data directly into DRGR

Grantee Profile:

Grantee	Agency	View Only	Grantee Admin	Request Drawdown	Approve Drawdown	Submit Action Plan	Submit Performance Reports	User Profile Request	Submit Voucher Docs to HUD	Active
▼		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Add Grantee Profile

Only one draw role allowed per user

N/A

N/A If these are required

10

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

How to Request New User

DRGR does not allow a grantee user to both create/request and approve a voucher. CPF grantees must assign and maintain at least two DRGR user accounts - one for creating vouchers for payment and one to approve vouchers. Additionally, grantee administrators can establish the request user roles along with roles for action plan submission.

If a user has a DRGR or Integrated Disbursement and Information System (IDIS) account, they can reuse their log-in account credentials to log into DRGR to access their CPF grant.

Administration: User Management

ADMIN
Request New User

* Does staff already have a HUD username in IDIS/DRGR? (e.g. C****, B*****)

Please search for and select staff user below:

Search Criteria

Username: _____ Name: _____

HUD Office: _____ State / Territory: _____ Grantee (Name): _____

Search Reset

[Continue to Next Page](#)

ADMIN
Request New User

First Name: _____ Title: _____

Last Name: _____ Organization: _____

Email: _____ Phone Number: Ext.: _____

Address 1: _____ Fax: _____

Address 2: _____ *PIN (New digits used in initial password): _____

Address 3: _____ *PIN (re-entry): _____

City: _____

Zip Code: _____

State: _____

Administration: User Certification

As part of the account request process other HUD or grantee admin users will "certify" the need for the user to access the system. HUD staff certify grantee admin users and then grantee admin users certify other grantee users.



Users have to be recertified each six months. If this does not occur users will not have access to DRGR. Grantee administrators can use this screen to remove staff access if they no longer work at the grantee or on the grants. They can also submit a separate deactivation request for the profile, as needed

User Role: Grantee Administrator

ADMIN
Certify Grantee Users

Certified Users:

- GA Adams, Sally Green TD17GR - Georgia
- GA Deinhard, Heidi C27814 - Georgia
- GA Carter, Kimberly B558414836548146 - Georgia
- GA Dixon, Stephanie B67715 - Georgia
- GA Fowlard, Crystal B69152 - Georgia
- GA Linneman, Tammy P67368 - Georgia
- GA SORIANO, ALICIA TD18GR - Georgia
- GA Shelby, Crystal C27813 - Georgia
- GA Tremblay, Kathleen B66510 - Georgia
- SC Tard, John T67811 - Georgia

Save Changes Cancel

Menu Option: Certify Grantee Users

b

<< Certify

De-certify >>

a

Users with Expiring Certifications:

- GA Jackson, Loren B60338 - Georgia
- GA Nrus, Sally B56364 - Georgia

Inactivate User:

Activate User

Users Inactivated due to Expired Certifications:

- GA McKinry, Barbara E693496 - Georgia
- GA Nix, Dana B55502 - Georgia
- GA Robinson, Mariah S. B60422 - Georgia
- GA Robinson, David M. B67185 - Georgia
- GA Rish, Luke J. B67185 - Georgia
- GA Trust, Pam C15515 - Georgia

How to Prepare an Action Plan (Project Description)

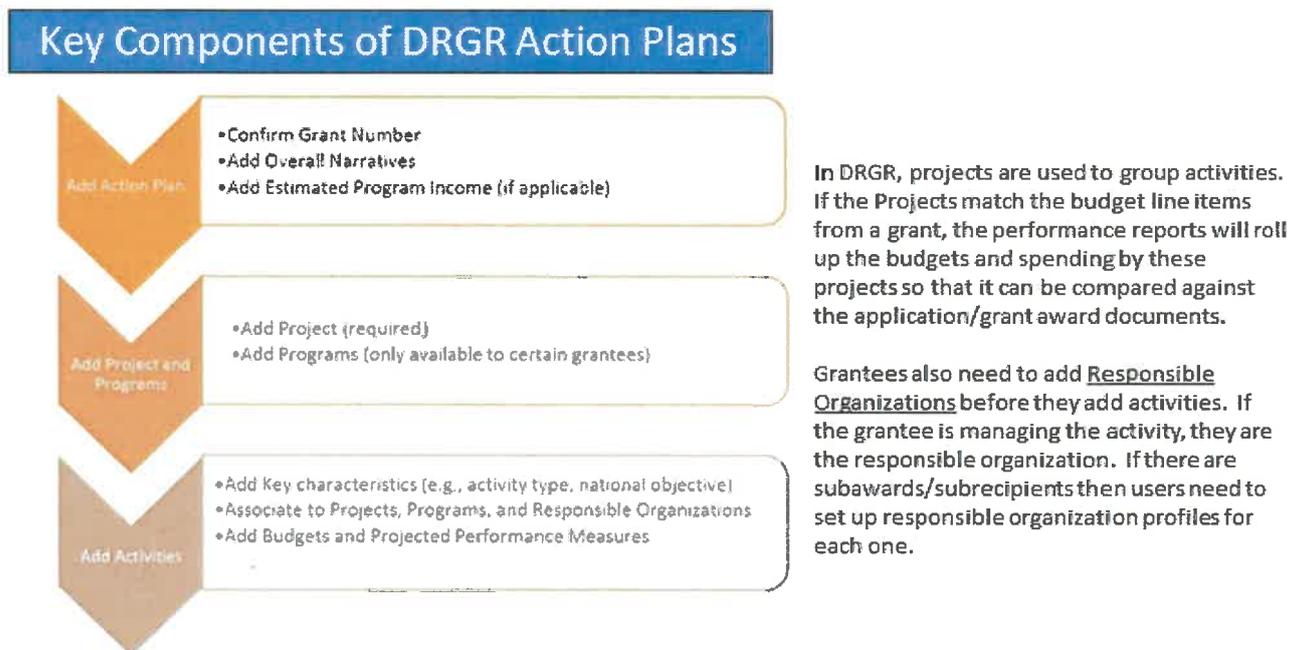
Please note that DRGR is a grants management system used across HUD for multiple programs. For the purposes of the Congressional Grants Division, an Action Plan is the equivalent of the Project Description, Narrative, Budget, and other requested documentation from the Grant Guide. The exact information will be entered into DRGR under the grantee's Action Plan along with their administrative activities and each subrecipient, as applicable.

The Action Plan will also include performance measures and expenditures that will be tracked at the activity level for grantees to report accomplishments in their semi-annual report.

The DRGR system will send notification to grantees when the Action Plan is approved, or whether changes are needed. HUD's comments and revisions, if any, will be provided to the grantee via DRGR notification when the Action Plan status is changed in the system.

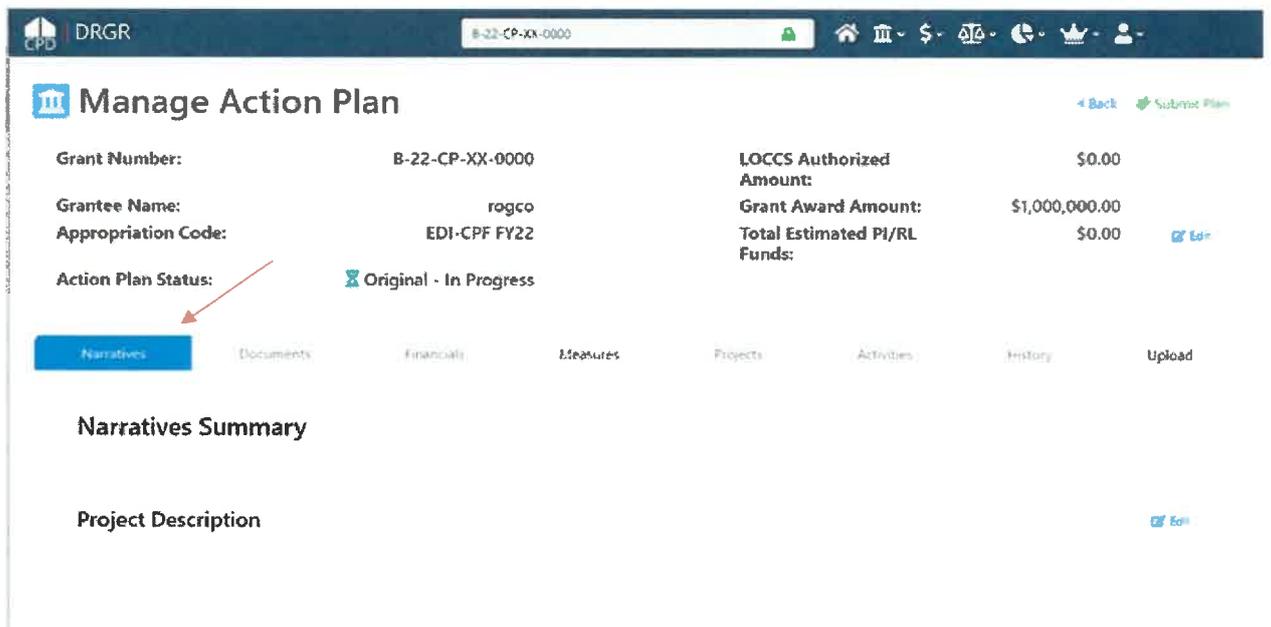
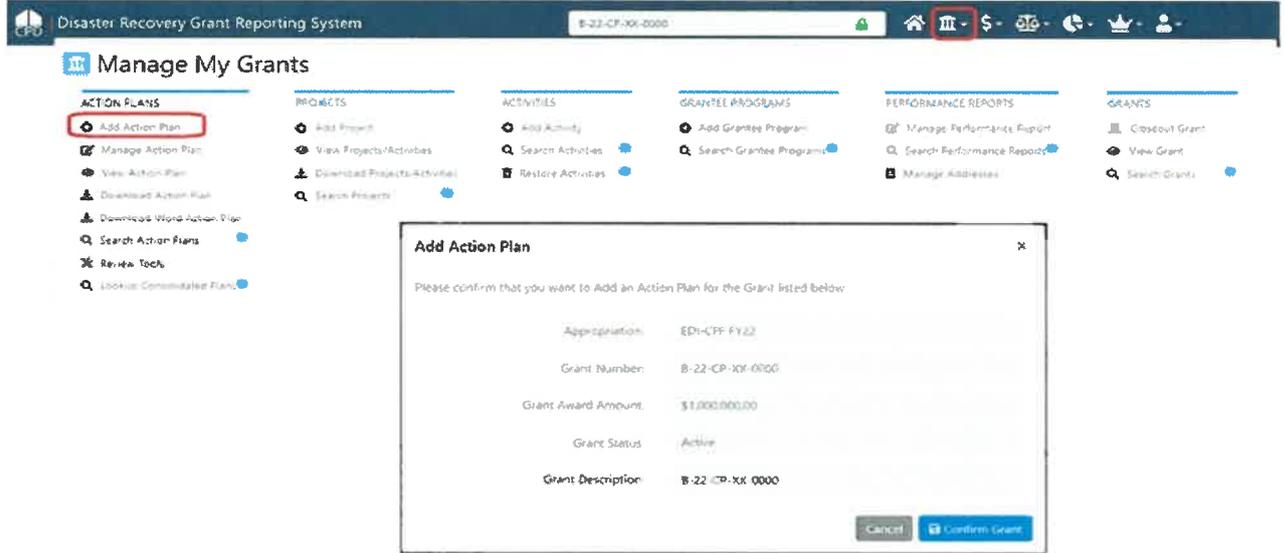
If revisions are requested, the grantee shall modify the DRGR Action Plan based on the Grant Officer's comments and resubmit a revised DRGR Action Plan for the Grant Officer's approval within 14 calendar days after receipt of comments.

Upon approval by HUD, the DRGR Action Plan is incorporated into these Terms and Conditions of the Grant Agreement.

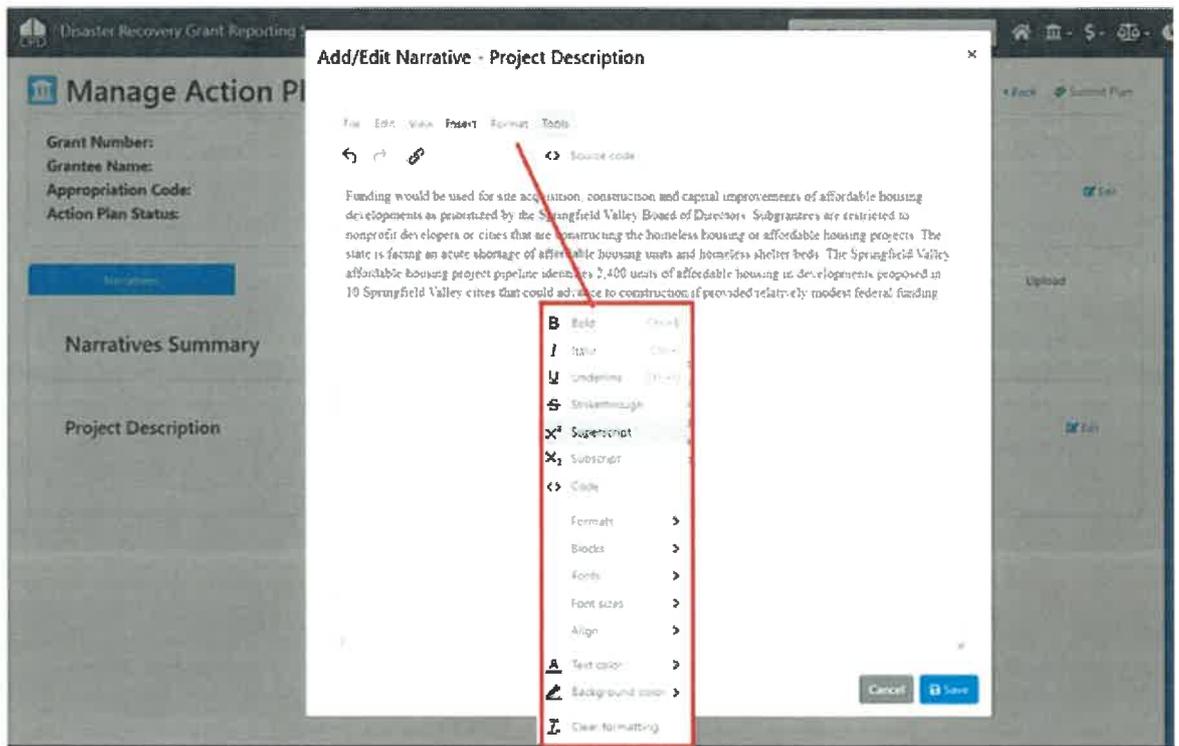


How to Set-Up an “Action Plan”

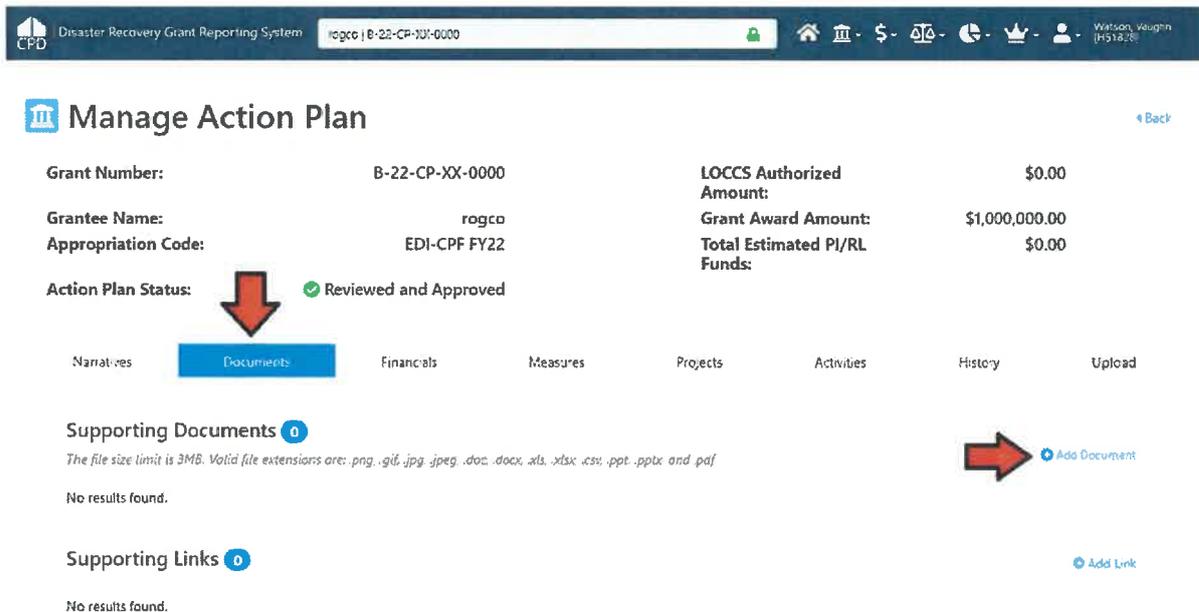
Grantees must first add their project narrative. The narrative and project description approved by the Grant Officer will be utilized for the Action Plan. To set up the action plan: (1) select the building icon located at the top of the main navigation page, (2) click “Add Action Plan”, and (3) click “Narrative”. Next, add the project description. Note: To highlight the narrative, hit **ctrl “C”**, then hit **ctrl “V”** to paste from Word to Narrative page.



Disaster Recovery Grant Reporting (DRGR) System Quick Guide



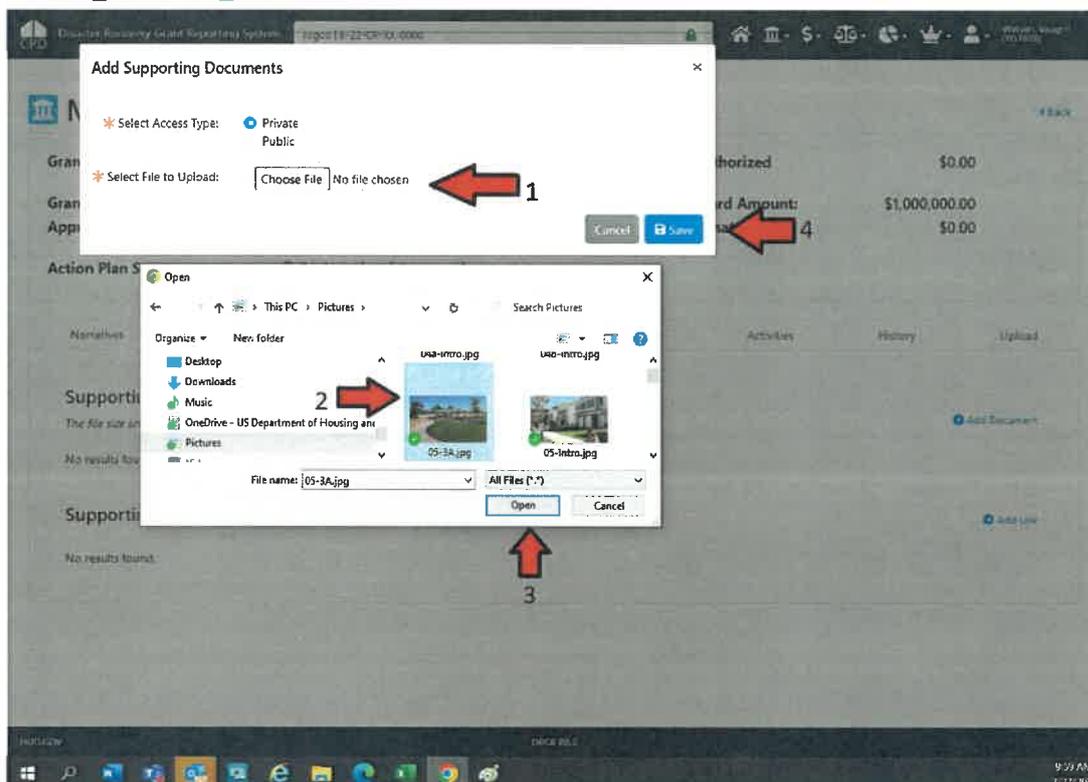
Please Note: An additional option to unload your narrative, is to click the “Documents” tab, then click “Add Document” button.



Once the Add Supporting Documents box appears, select “Choose File” to attach document. Then select desire document, then click “Open” button and then “Save.”

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Please note: In order to expedite the review of your Action Plan, attach your approved Project Narrative and Budget in the “Documents” section of DRGR system.



How to Establish Project(s) in DRGR

Please Note: DRGR defines projects differently than the requirements of the Congressional Grants Division. For the purposes of the Congressional Grants Division, “Project and Activities” is the activity identified in the Project Description, Narrative, Budget, and other requested documentation from the Grant Award Letter.

In DRGR, projects are groupings of activities related to the narrative in the action plan for tracking purposes. Projects may represent major types of programs funded in Action Plans, such as housing or economic development or infrastructure. When grantees use the Project function correctly, DRGR will automatically track spending by project and summarize this at the top of each semi-annual report.

In DRGR, grantees enter projects first and then enter activities. Please note if a grantee has one or two activities, they can have one or two projects.

In DRGR, if the LOCCS amount is shown as \$0.00 then contact your Grant Officer and CC CPF mailbox notifying them of the issue. The Grant Officer will work with the support team to have the funds added the LOCCS system.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

To establish project(s) click the “building” icon. Then click add projects.

The screenshot shows the 'Manage My Grants' dashboard. The 'PROJECTS' section is active, and the 'Search Projects' button is highlighted with a red box. Below this, the 'Search Projects' form is visible, with search criteria for Project Number, Project Title, Grant Number, and Grantee Name. A 'Search' button is located at the bottom of the form. Below the search form, the 'Search Results' section displays a table with the following data:

Grantee	Project Number	Project Title	Grant Number	Project Budget Amount	Disbursed Amount	Project Status	Actions
rogco	001	Administration	B-22-CP-XX-0000	\$200,000.00	\$0.00	Open	[Icon]
rogco	002	Affordable Housing	B-22-CP-XX-0000	\$800,000.00	\$0.00	Open	[Icon]
rogco	999	Restricted Balance	B-22-CP-XX-0000	50.00	\$0.00	Open	[Icon]

The screenshot shows the 'Add Project' form. The 'PROJECTS' section in the sidebar is active, and the 'Add Project' button is highlighted with a red box. The form contains the following fields:

- Details:**
 - Project Number: [Input field]
 - Project Title: Administration
 - Project Description: Direct Administrative
 - Project Designation: [Dropdown menu]
 - Fund: Restoring Local Funds
 - Project Status: Open
 - Project Effective Date: 10/1/2022
 - Project End Date: 9/30/2023
- Budget:**
 - Project Available Budget: [Input field]
 - Grant Budget: [Input field]

Buttons for 'Cancel', 'Upload Project', and 'Save' are located at the bottom right of the form. Red arrows point to the 'building' icon in the top navigation bar and the 'Add Project' button in the sidebar.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

How to Add Responsible Organization(s)

Grantees must assign which organization is responsible for administering the activity. This could be the grantee or if there is a subaward/subrecipient, grantees must add profiles for these organizations before they can add activities in the DRGR action plan.

Click the “crown” icon then click “add responsible organization”. Next click “lookup” enter information into the search criteria field. Select the available SAM entity you wish to associate with the responsible organization. Hit save.

The screenshot shows the 'Administration' menu with 'Add Responsible Organization' highlighted. A modal window titled 'Add Responsible Organization' is open, showing options to create a new organization: 'Manually - Currently does not exist in SAM' and 'Lookup - Retrieves a record from SAM Database'. The 'Lookup' option is selected. Below this, the 'SAM Profile Lookup' search screen is visible, with search criteria fields for Entity Name, Organization, DUNS Number, and State/Territory.

Next, Click the “crown” icon and then click “manage responsible organization to see the list of organizations associated with grant activities.

The screenshot shows the 'Manage Responsible Organizations' screen. The 'Administration' menu is open, and 'Manage Responsible Organizations' is highlighted. The search criteria fields are: Organization Name, Organization Type, State/Territory, and DUNS Number. Below the search fields, there is a table of 'Matching Results' with 14 entries.

Organization Name	Organization Type	City	State/Territory	Unique Entity Identifier	DUNS Number	Contact	Date Created	Created By	Status	Action
City of Salem, OR	Local Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
City of Portland, OR	Local Government	Portland, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
Portland, Oregon, OR	Local Government	Portland, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
City of Eugene, OR	Local Government	Eugene, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]
State of Oregon, OR	State Government	Salem, Oregon	OR	000000000	000000000		05/14/2017	John Doe	Active	[Edit]

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

How to Add Activities

DRGR Activities allow grantees to:

- Define and describe local, “on-the-ground” Grant-funded activity
- Report the outcomes and accomplishments of the activity
- Drawdown funds from the Line of Credit Control System (LOCCS)
- Report on other program requirements

Activity types correlate to eligible activities as defined in program regulations or award terms and conditions. If a grantee or subgrantee funds multiple types of activities, then they should break them out into separate activities. At a minimum, grantees should have an administrative activity and at least one other activity.

The selection of the correct activity type is important since it will dictate which unique performance measures can be reported for that activity. For example, the “construction of new housing” activity type will allow grantees to report housing performance measures, whereas the “economic development” activity will allow grantees to report jobs creation and retention.

To add an activity, click on the building icon, then click add activity. Complete the required fields that are highlighted with an asterisk (*).

The screenshot shows the 'Manage My Grants' dashboard with the 'ACTIVITIES' tab selected. The 'Add Activity' button is highlighted with a red box. The 'Add Activity' form is open, showing the following details:

- Project:** Affordable Housing
- Activity Type:** ED: CPF - Homeless Facilities
- Environmental Assessment:** UNDERWAY
- National Objective:** ED: CPP
- Grantee Program:** -
- Grantee Activity Number:** 063
- Activity Title:** Gotham Shelter Improvements
- Activity Description:** Repairs and improvements to the south side shelter
- Activity Status:** Planned
- Projected Start Date:** 07/19/2022
- Projected End Date:** 12/08/2022
- Responsible Organization:** Gotham City Housing
- Budget:** Activity Budget: B-22-CP-001-0000 \$ 120,000.00

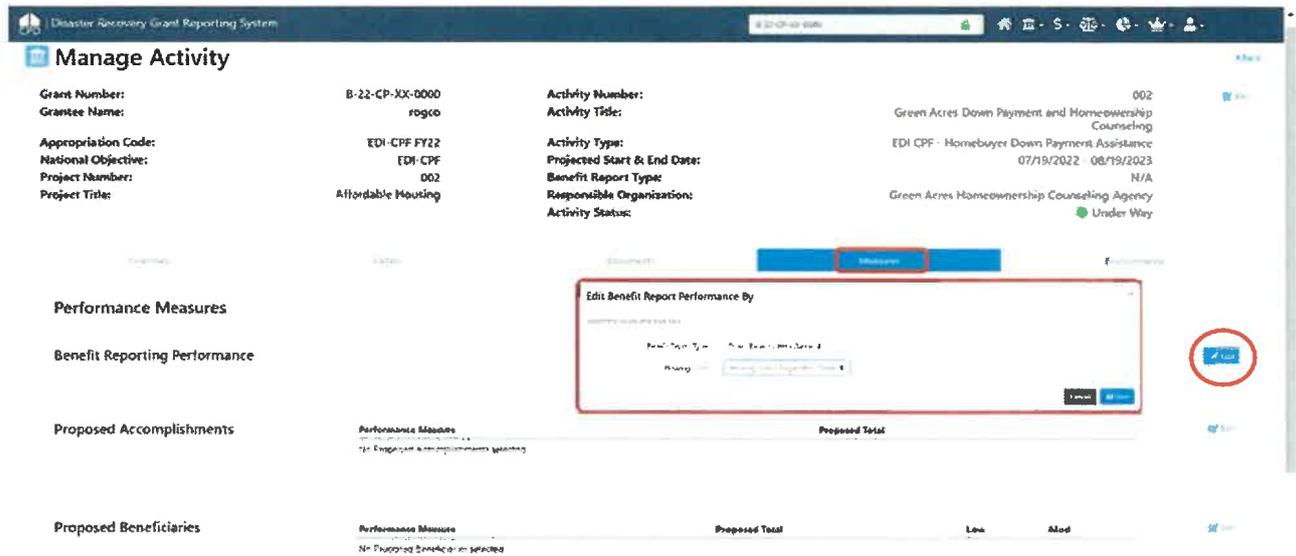
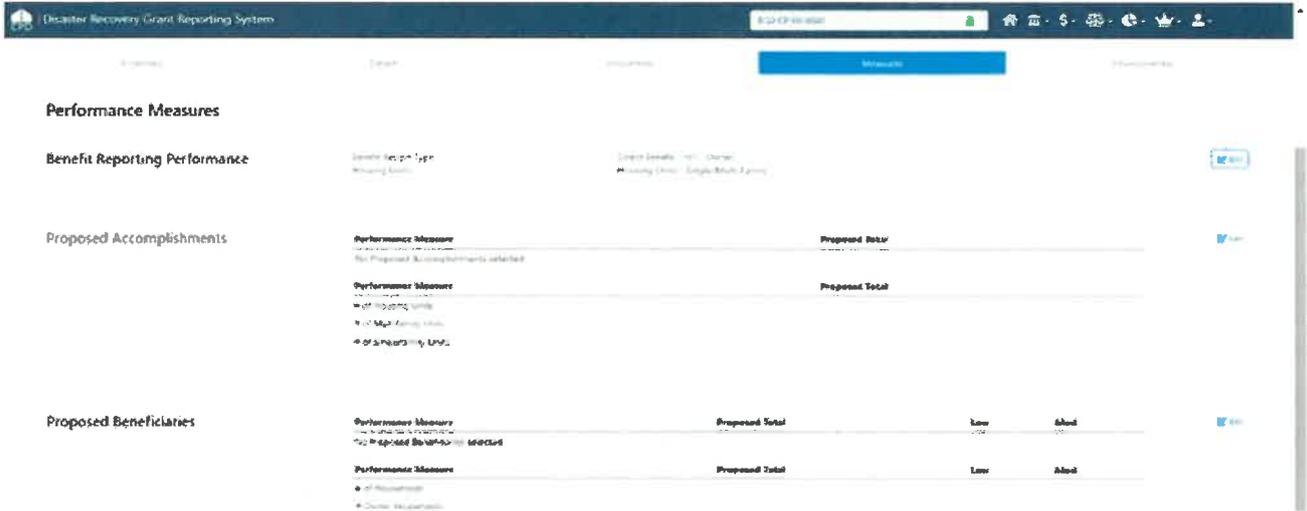
How to Set-up Performance & Accomplishment Measures

Performance measures help grantees tell their story and highlight progress to HUD and other stakeholders by tracking grant accomplishments and beneficiaries.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

To enter performance measures, click the “building” icon and select the measure tab. Next select the measure that correlates to the activity(s) in the action plan/performance description. Then, click the “edit” button and select the measure that best fits.

To add accomplishments, click the building icon, and then click add activity. Next click measures that best fits each activity.



Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Manage Activity

Grant Number:	B-22-CP-XX-0000	Activity Number:	003
Grantee Name:	rogke	Activity Title:	Gotham Shelter Improvements
Appropriation Code:	EDI-CP- FY22	Activity Type:	EDI-CP- Homeless Facilities
National Objective:	EDI-CPF	Projected Start & End Date:	07/19/2022 - 12/08/2022
Project Number:	ED2	Benefit Report Type:	N/A
Project Title:	Affordable Housing	Responsible Organization:	Gotham City Housing
		Activity Status:	Planned

[Finance](#)
[Data](#)
[Documents](#)
[Measures](#)
[Enrollments](#)

Proposed Accomplishments

Performance Measure

- # of beds available in emergency shelter overnight by the city
- # of homeless facilities constructed
- # of homeless facilities rehabilitated/renovated
- # of homeless people served overnight shelter
- # of Section 8 labor hours
- # of targeted units in construction
- # of transitional units

Proposed Total

07/19

Proposed Beneficiaries

Performance Measure

- # of targeted beneficiaries eligible

Proposed Total

Edit Accomplishment Performances

Performance Measure

- # of beds available in emergency shelter overnight by the city
- # of homeless facilities constructed
- # of homeless facilities rehabilitated/renovated
- # of homeless people served overnight shelter
- # of Section 8 labor hours
- # of targeted units in construction
- # of transitional units

Proposed Total

Cancel Save

[Statistics](#)
[Documents](#)
[Financials](#)
[Measures](#)
[Enrollments](#)
[Activities](#)
[History](#)
[Reports](#)

Performance Measures

Summary across projects and activities

Proposed Accomplishments

Performance Measure	Proposed Total
# of targeted units in construction	3
# of Section 8 labor hours	2
# of targeted units in construction	2
# of transitional units	3

Performance Measure	Proposed Total
# of housing units	11
# of homeless units	12
# of targeted units	4

Beneficiaries

Performance Measure	Proposed Low/Med	Proposed Total
# of targeted beneficiaries eligible	10	10
# of homeless	10	10
# of homeless	10	10
# of homeless	10	10

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

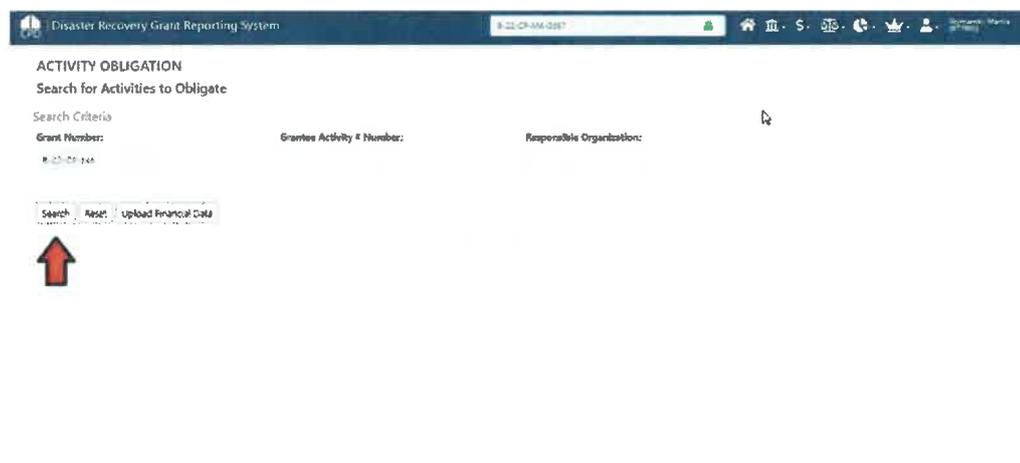
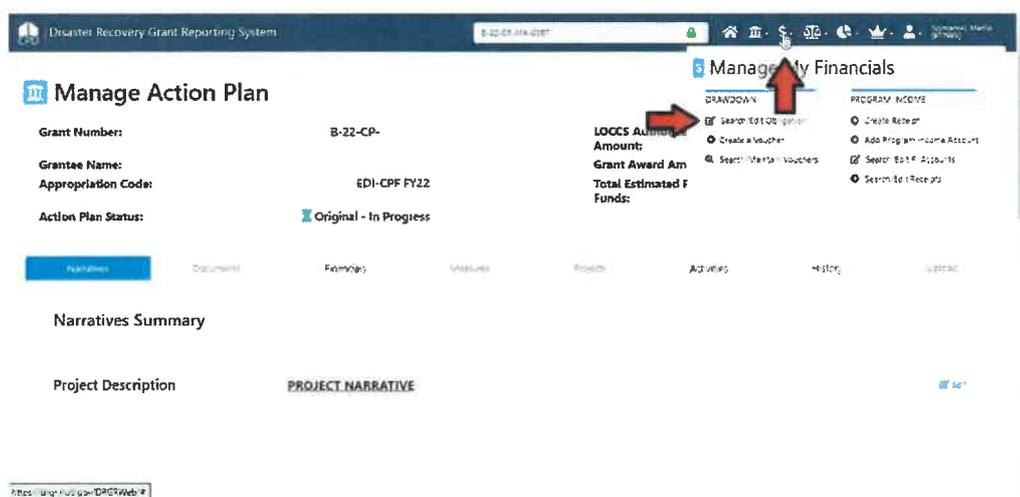
How to Assign Funds to Each Activity

Assigning (or, for the purpose of DRGR, Obligate) funds to an activity generally means funds have been committed to that activity. Once the funds are obligated in DRGR, the grantee can then create vouchers as needed to reimburse itself for expenses incurred.

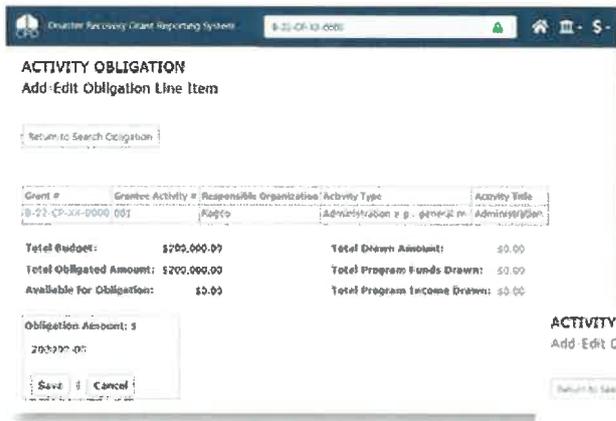
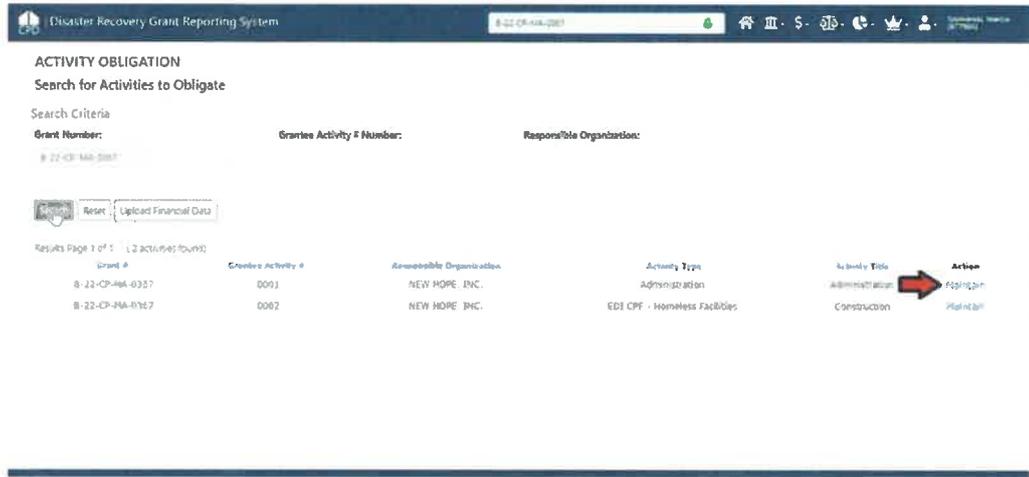
Please note that an activity obligation must be less than or equal to the cumulative amount drawn towards an activity. Funds available for drawdown cannot exceed the obligation amount.

To assign funds, click the "\$" symbol. Then click search/edit obligation. Click maintain. This will bring you to the add-edit obligation page. Click on the amount in the Obligation Amount box and change it to whatever amount you'd like to obligate to this activity. Then press "save amount".

The add-edit obligation screen displays the amount available for obligation and shows funds drawn for both program funds and program income. Obligations can be added or increased up to the activity budget amount and down to the amount prior draws.



Disaster Recovery Grant Reporting (DRGR) System Quick Guide



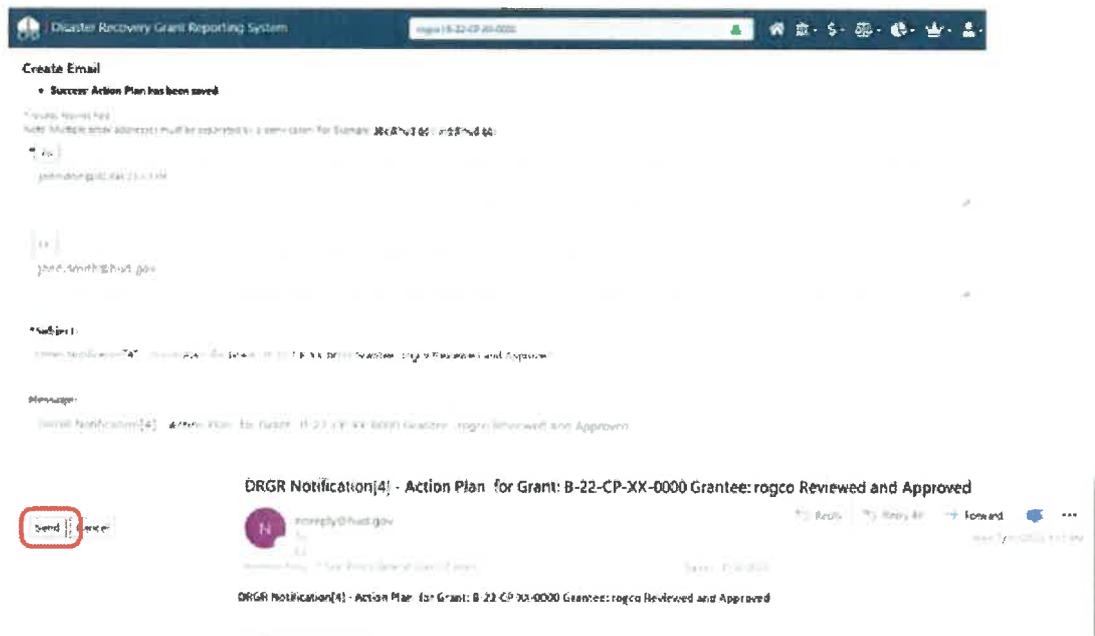
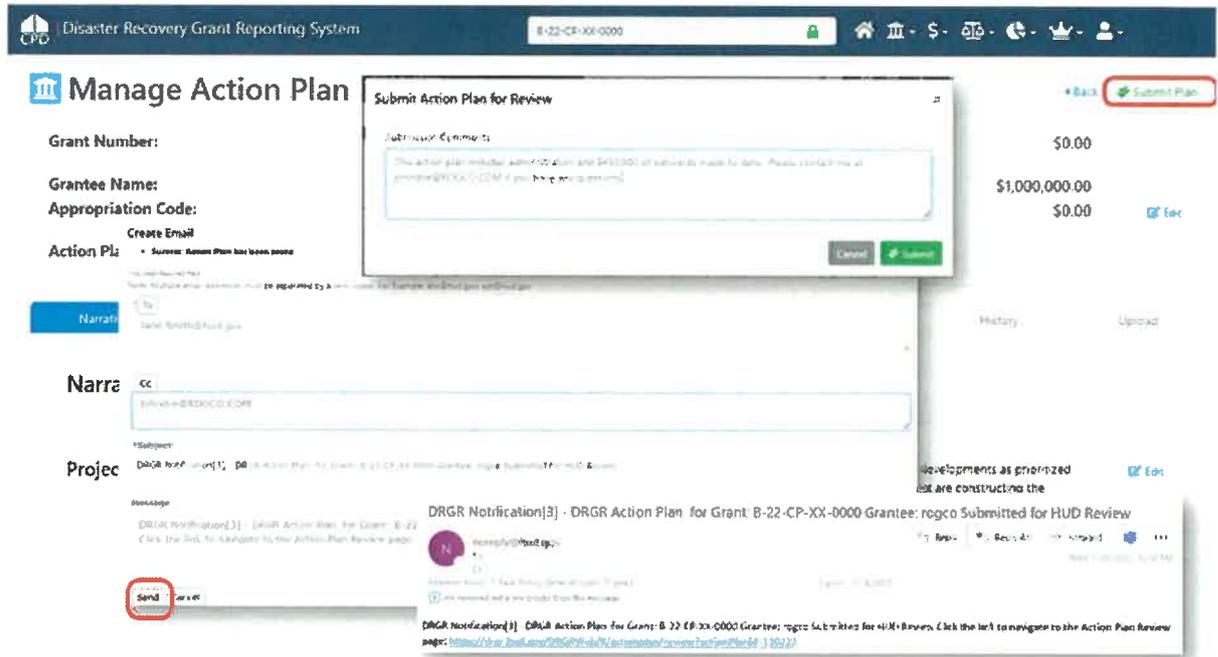
How to Submit an Action Plan for Review

Once the action plan is complete, it must be submitted to be reviewed and approved by the grant officer. Users can add email addresses for additional staff to receive email notifications when an action plan is submitted. When an action plan is submitted for approval or approved, all listed users are notified. Grantees may need to revisit the activity screens in the Action Plan to ensure the appropriate projected beneficiaries and accomplishments are provided.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Once your Action Plan is complete, click on the building icon and select “manage action plan” under the action plan menu. Select “submit plan”, a page will load that allows the grantee to include submission comments. Next, select the submit button.

Note, it is recommended to include submission comments for HUD approval in the Action Plan. The comments will assist in HUD’s review.



Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Grant Number: B-22-CP-XX-0000 **LOCCS Authorized Amount:** \$0.00

Grantee Name: rogco **Grant Award Amount:** \$1,000,000.00

Appropriation Code: EDI-CPF FY22 **Total Estimated PI/RL Funds:** \$0.00

Action Plan Status: ✔ Reviewed and Approved

Narratives Summary

Project Description

Funding would be used for site acquisition, construction and capital improvements of affordable housing developments as prioritized by the Springfield Valley Board of Directors. Subgrantees are restricted to nonprofit developers or cities that are constructing the homeless housing or affordable housing projects. The State is facing an acute shortage of affordable housing units and homeless shelter beds. The Springfield Valley affordable housing project pipeline identifies 2,400 units of affordable housing in developments proposed in 10 Springfield Valley cities that could advance to construction if provided relatively modest federal funding.

DRGR Questions and Answers

Are there reporting requirements associated with this federal award?	Yes. There are various reporting requirements. Grantee will be required to submit Progress Reports in DRGR. These reports are due on a semi-annual basis. The semi-annual reports cover activities that are associated with the grantee during the reporting period.
Is a Progress Report Required if no Activity has Taken Place on the Grant?	Yes. The grantee should inform HUD in a narrative that no activity has taken place on the proposed activities and that no grant funds have been drawn down.
Is a Grantee required to close out the CPF grant?	Yes. After the grantee has completed the project and/or no longer needs to draw down funds from the grant account, the grantee should submit the complete close-out information located in DRGR and complete a final financial report. Indicate that you wish to initiate project close-out. The Division will then forward the necessary forms to complete the close-out.
Are there required documentation for voucher draw requests?	Yes. In order to approve a request for payment of funds, your Grant Officer must have evidence that a proper environmental review for the project was completed. Any overdue semi-annual reports must also be submitted. You will also be required to submit a DRGR Voucher for Grant Payment with supporting documentation (See Section 5). When you make the first and last draw of funds, and when you request more than 70% of the total grant amount, your Grant Officer will require you to submit source documentation to support the payment request (e.g., bills, invoices, receipts, etc.). You are also required to include a written statement that details by budget line item what the request will pay for.

ACTIVITY FUNDING, GRANT VOUCHER AND REPORTING

How to Prepare Vouchers/Cost Reimbursement:

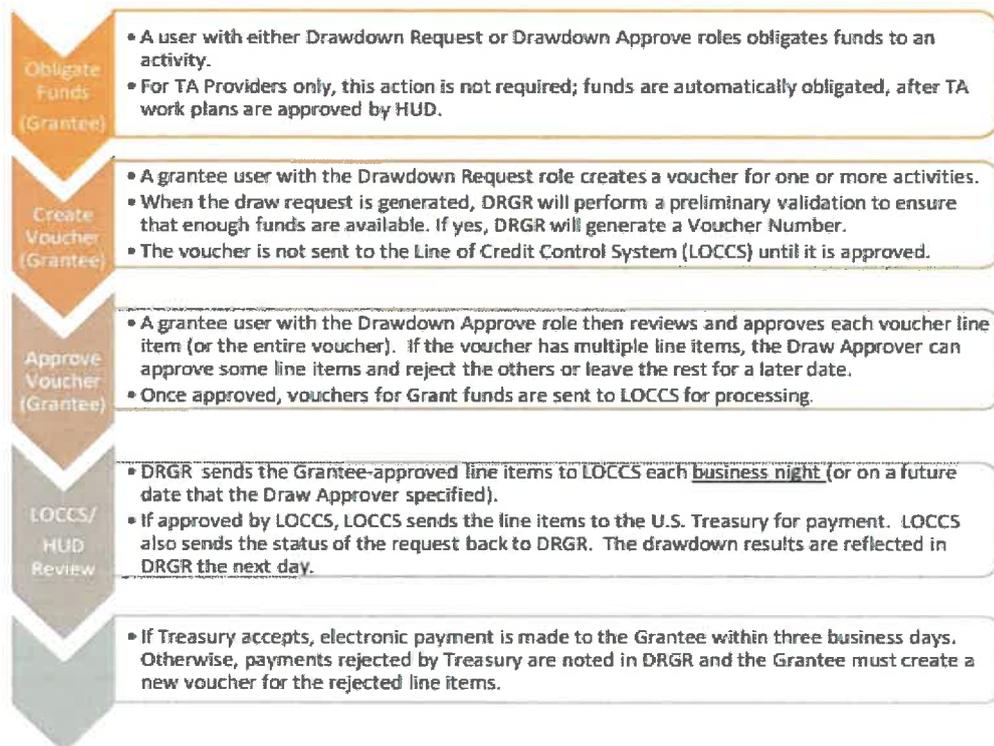
DRGR is a web-based system used to automate the management of program requirements and voucher payments issued by HUD.

Upon HUD's approval of the grantee's action plan, authorized grantee users can obligate funds to activities as well as create and approve vouchers in DRGR via the Manage My Financials module.

DRGR is directly linked to the Line of Credit Control System (LOCCS), a federal web-based system administered by the U.S. Treasury Department and allows grantees to request and receive funds obligated by HUD under grant agreement as permitted by 2 CFR Part 200 Subpart E.

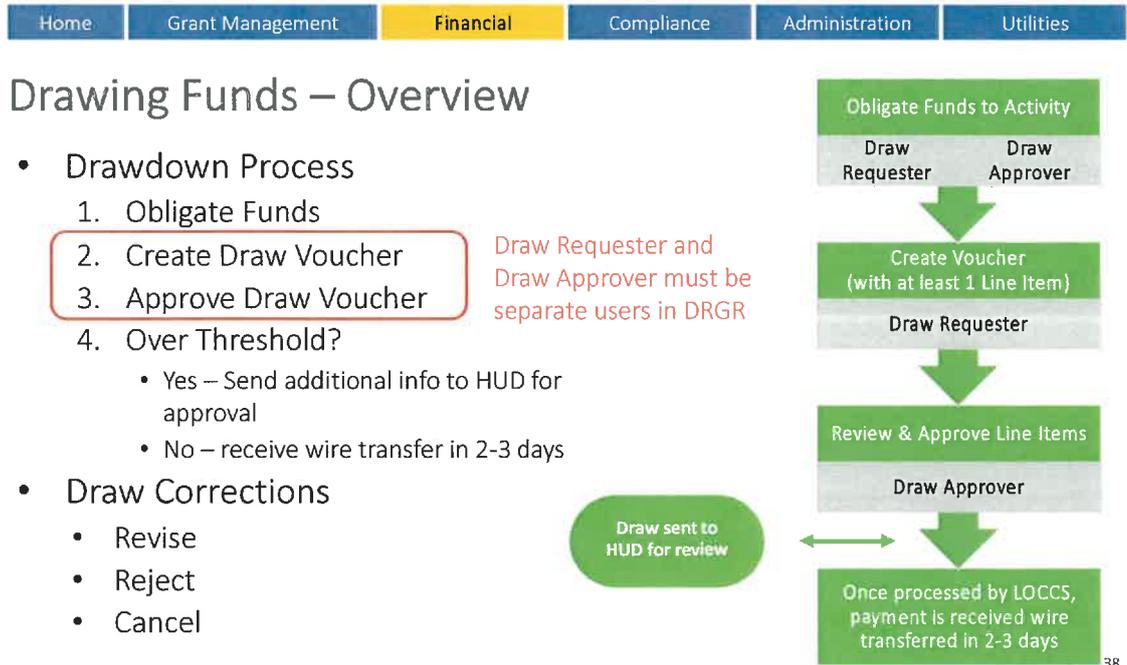
This is a cost-reimbursement award. The grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the form HUD-1044, Assistance Award/Amendment. In the event the grantee incurs costs over the prescribed amount, the excess shall be borne entirely by the grantee. HUD shall reimburse the grantee for costs incurred in the performance of this award, which is determined by the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles.

Voucher Process



Disaster Recovery Grant Reporting (DRGR) System Quick Guide

In the Manage My Financial module, Grantee Users create, approve, and revise vouchers, also called drawdowns. Vouchers include both requests for payment made by the grantee against the grantee’s United States Treasury line of credit (also known as the Grant Award Amount or LOCCS amount) for Grant fund payments for services performed in support of one or more activities.



All vouchers are created at the activity level. Before a grantee can create a voucher, the grantee must ensure that:

- The activity shows on an approved Action Plan.
- The activity status is Underway.
- The activity budget has enough funds budgeted and available from a DRGR EDFI funding source.
- The activity obligation amount is sufficient to cover the voucher amount; and
- The grantee has two DRGR Users with “Drawdown Roles”- one to request, or create the voucher, and another to approve the voucher.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Disaster Recovery Grant Reporting System | 9-22-CF-XX-0000

Manage My Financials

- Search/Edit Obligation
- Create a Voucher**
- Search/Maintain Vouchers

PROGRAM INCOME

- Create Receipt
- Add Program Income Account
- Search/Edit PI Accounts
- Search/Edit Receipts

Drawdown

Create Voucher - Page 1 of 4 (Select Activities) [Help?](#)

[Continue](#)

Voucher Created For: Denver01, CO | Requested Submission Date: 01/10/2012

Voucher Item Grant #	Responsible Organization	Activity Type	Project #	Grantee Activity #	Title	Fund Type	Program Income Account	Select to Remove
B-08-MN-99-0103	City and County of Denver - BHS	Administraton	NSP1-Admin	NSP1-Admin	Admin	PROGRAM FUND	City of Denver - PI Account	
B-08-MN-99-0103	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R SF DAH LH25	Acq/Rehab Single-Family LH25	PROGRAM FUND	DAH - PI Account	
B-08-MN-99-0103	Greater Denver Housing Help	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R MF DHH LH25	Acq/Rehab Multifamily LH25	PROGRAM FUND	GDHH - PI Account	
B-08-MN-99-0103	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R SF DAH LH25	Acq/Rehab Single-Family LH25	PROGRAM INCOME	DAH - PI Account	
B-08-MN-99-0103	Greater Denver Housing Help	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R MF DHH LH25	Acq/Rehab Multifamily LH25	PROGRAM INCOME	GDHH - PI Account	

[Add More Activities](#) | [Remove Voucher Line Item](#)

[Continue](#)

Disaster Recovery Grant Reporting System | 9-22-CF-XX-0000

Drawdown

Create Voucher - Page 2 of 4 (Submit) [Help?](#)

[Submit Voucher](#) | [Return To Create Voucher \(Page 1\)](#) | [Cancel Voucher](#)

Voucher #: 169889 | Requested Submission Date: 01/10/2012

Voucher Created For: Denver01, CO | Created by: T001GR T001GR

Voucher Items

Grant #	Responsible Organization	Activity Type	Project #	Grantee Activity #	Activity Title	Fund Type	Program Income Account	Available Amount	Drawdown Amount	Status
B-08-MN-99-0103	City and County of Denver - BHS	Administraton	NSP1-Admin	NSP1-Admin	Admin	PROGRAM FUND	City of Denver - PI Account	\$1,000,000.00	\$ 10000	
B-08-MN-99-0103	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R SF DAH LH25	Acq/Rehab Single-Family LH25	PROGRAM FUND	DAH - PI Account	\$400,000.00	\$ 25000	
B-08-MN-99-0103	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R SF DAH LH25	Acq/Rehab Single-Family LH25	PROGRAM INCOME	DAH - PI Account	\$100,000.00	\$ 100000	
B-08-MN-99-0103	Greater Denver	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab	NSP1-B-A/R MF	Acq/Rehab Multifamily	PROGRAM FUND	GDHH - PI	\$2,875,000.00	\$ 10000	

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Drawdown

Create Voucher - Page 3 of 4 (Confirm) [Help](#)

|
 |
 |

Voucher #: 169650 **Voucher Total:** \$30,000.00 **Requested Submission Date:** 08/23/2011
Voucher Created For: Denver1, CO **Created by:** T001GR T001GR **Creation Date:** 08/23/2011

Line Item #	Grant #	Grantee Activity #	Responsible Organization	Activity Type	Activity Title	Fund Type	Available Amount	Drawdown Amount
1	B-08-DN-99-0013	NSP1-01 LB	City and County of Denver-BHS	Land Banking - Acquisition (NSP Only)	Land Banking	PROGRAM FUND	\$16,000.00	\$10,000.00
2	B-08-DN-99-0013	NSP1-03 Redevelopment	City and County of Denver-BHS	Construction of new housing	Redevelopment 525 California	PROGRAM INCOME	\$25,000.00	\$5,000.00
3	B-08-DN-99-0013	NSP1-02 AR SF DAH	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	Acq/Rehab Single Fam Denver Affordable Housing	PROGRAM FUND	\$82,000.00	\$15,000.00
Grant Subtotal:							\$30,000.00	
Voucher Total:							\$30,000.00	

|
 |
 |

Drawdown

Create Voucher - Page 4 of 4 (View) [Help](#)

• Voucher Created successfully

Users can now download a PDF of this voucher for you records. See next slide

|

Voucher #: 169890 **Voucher Total:** \$170,000.00 **Requested Submission Date:** 01/11/2012
Voucher Created For: Denver01, CO **Created by:** T001GR T001GR **Creation Date:** 01/11/2012

Line Item #	Grant #	Responsible Organization	Activity Type	Project #	Grantee Activity #	Activity Title	Fund Type	Program Income Account	Available Amount	Drawdown Amount
1	B-08-DN-99-0013	City and County of Denver-BHS	Administration	NSP1-Admin	NSP1-Admin	Admin	PROGRAM FUND	City of Denver - PI Account	\$990,000.00	\$10,000.00
2	B-08-DN-99-0013	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab A/R SF	NSP1-B-LH25	Acq/Rehab Single Family	PROGRAM FUND	DAH - PI Account	\$375,000.00	\$25,000.00
3	B-08-DN-99-0013	Denver Affordable Housing	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab A/R SF	NSP1-B-LH25	Acq/Rehab Single Family	PROGRAM INCOME	DAH - PI Account	\$0.00	\$100,000.00
4	B-08-DN-99-0013	Greater Denver Housing Help	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab A/R MF	NSP1-B-LH25	Acq/Rehab Multifamily	PROGRAM FUND	GDH4 - PI Account	\$2,965,000.00	\$10,000.00
5	B-08-DN-99-0013	Greater Denver Housing Help	Rehabitation/reconstruction of residential structures	NSP1-B-Acq/Rehab A/R MF	NSP1-B-LH25	Acq/Rehab Multifamily	PROGRAM INCOME	GDH4 - PI Account	\$0.00	\$25,000.00
Grant Subtotal:									\$170,000.00	
Voucher Total:									\$170,000.00	

Voucher Comments:

After a voucher is created, Draw Requestors can also revise open vouchers and vouchers that have been approved. Any Draw Requestor can revise a voucher, even if it was not created by that Draw Requestor. A Draw Approver must approve revised vouchers to complete the revision process.

How to Submit Performance Report

The Performance Report module in DRGR provides a tool and framework for communication of grant program progress to HUD and the public. The data collected in the report is aggregated and sent to Congress and is also placed on the DRGR Public Data Portal. Grantees will submit reports semi-annually. Performance Reports are due twice a year, 30 days after the end of January and 30 days after July 30th.

Performance Reports are integrally tied to the Action Plan. Grantees report on activities in the performance report, semi-annually, based on the set up, budgeting and proposed accomplishments in the Action Plan. If an Activity is not set up in the Action Plan, it will not be available for reporting in the performance report. Further, if an accomplishment is not proposed in the Action Plan, it will likewise not be available for reporting. For this reason, performance reports cannot be submitted by a grantee if changes have been made to the Action Plan (e.g. Projects or Activities added, budgets modified, etc.) until those changes are reviewed and approved by HUD. Both Performance Reports and Action Plans follow the same review process shown below.



Performance Report - Sources

ACTION PLAN	Project Number and Title Activity Number and Title Activity Budget Activity Description and Location Activity Type Performance goals	Data feed from last approved action plan based as of the report due date/submission date
DRAWDOWN	Grant Fund obligations Grant Fund draws completed	Data feed from financial module based on the last date of report period
PERFORMANCE REPORT	Activity Beneficiaries Assisted Performance Accomplishments Expenditures Progress Narratives	Manual entry in the performance report by grantee staff

47

To submit a performance report, click on the building icon (Manage My Grants), then select the "Manage Performance Report." The "Manage" link in the action column next to the desired reporting period.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Manage My Grants

- ACTION PLANS**
 - Manage Action Plan
 - View Action Plan
 - Download Action Plan
 - Download Word Action Plan
 - Search Action Plans
 - Review Tools
 - Lookup Consolidated Plans
- PROJECTS**
 - Add Project
 - View Projects/Activities
 - Download Projects/Activities
 - Search Projects
- ACTIVITIES**
 - Add Activity
 - Search Activities
 - Restore Activities
- GRANTEE PROGRAMS**
 - Add Grantee Program
 - Search Grantee Programs
- PERFORMANCE REPORTS**
 - Manage Performance Report**
 - Search Performance Reports
 - Manage Addresses
- GRANTS**
 - Closeout Grant
 - View Grant
 - Search Grants

Manage Performance Reports

Grant Number: B-22-CP-XX-0000
 Grantee Name: rogco
 Appropriation Code: EDI-CPF FY22

LOCCS Authorized Amount: \$0.00
 Grant Award Amount: \$1,000,000.00
 Total Estimated PI/RL Funds: \$0.00
 Total Budget: \$1,000,000.00

Action Plan Status: Reviewed and Approved
 Grant Status: Active

Reports by Reporting Period

Reporting Period	Due Date	Original Submission Date	Latest Submission Date	Report Status	Final Performance Report	Actions
07/01/2022 - 12/31/2022	01/30/2023	---	---	Original - In Progress		Actions

Then click "Narratives" tab and select "Edit."

Manage Performance Report

Grant Number: B-22-CP-XX-0005
 Grantee Name: rogco
 Appropriation Code: EDI-CPF FY22
 Action Plan Status: Reviewed and Approved
 Grant Status: Active

LOCCS Authorized Amount: \$0.00
 Grant Award Amount: \$1,000,000.00
 Total Estimated PI/RL Funds: \$0.00
 Total Budget: \$1,000,000.00

Contract Start Date: 10/01/2022
 Contract End Date: 07/01/2022
 Report Start Date: 07/01/2022
 Report End Date: 12/31/2022
 Report Status: Original - In Progress
 Report Contact:

Narratives

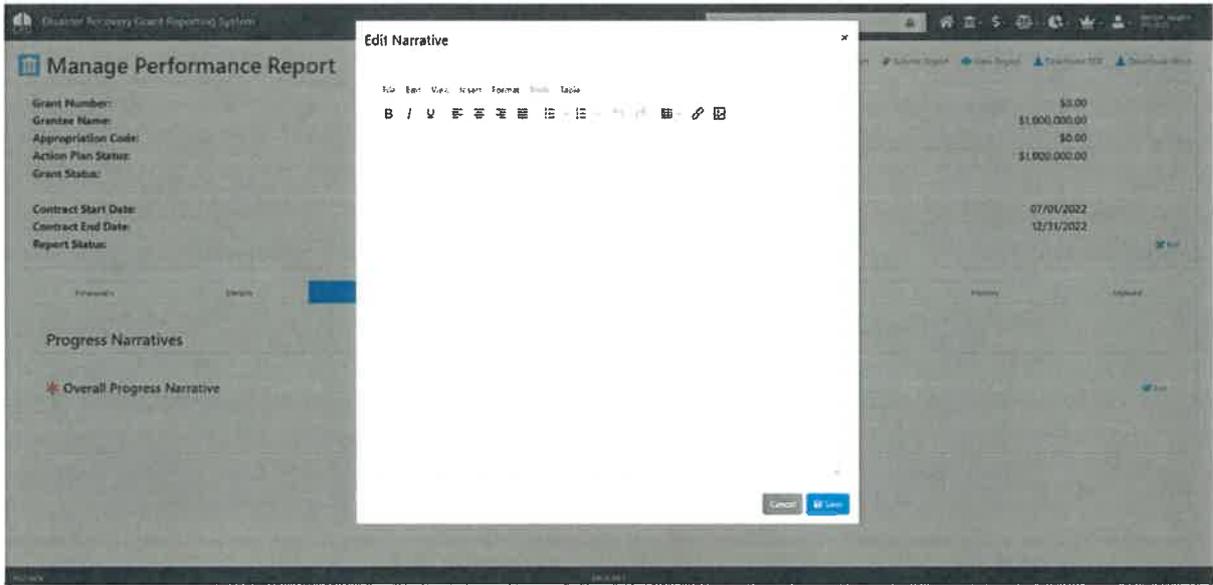
Progress Narratives

- Overall Progress Narrative

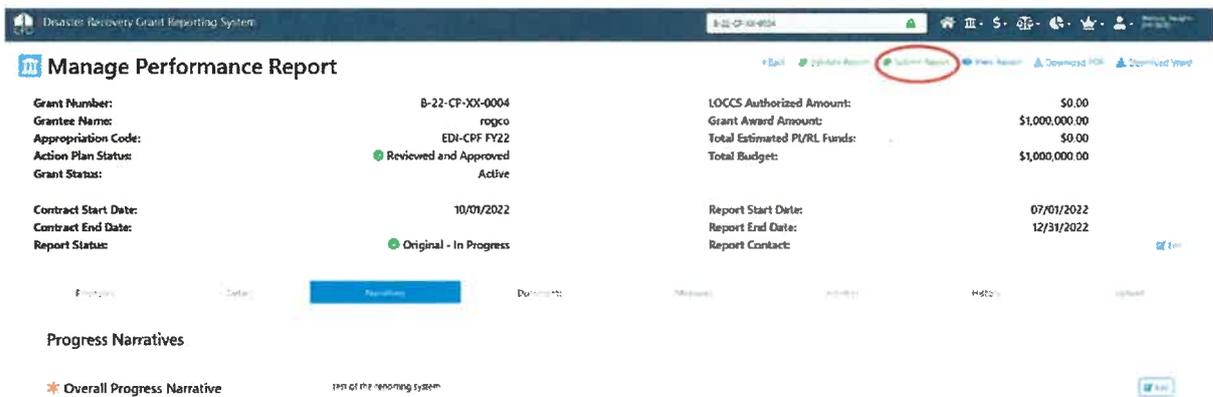
Next add the performance narrative. Once all Performance Report data has been entered into the DRGR System, select "save".

Note: At minimum, the narrative is required to include detailed description of work accomplished, explanation of the financial expenditure shown of "Financials" tab, a comparison of actual to proposed accomplishments, and if appropriate, the reasons why established goals were not met during the reporting period. Furthermore, include any additional pertinent information about the project status and progression. If the required information is not provided the report will be rejected.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

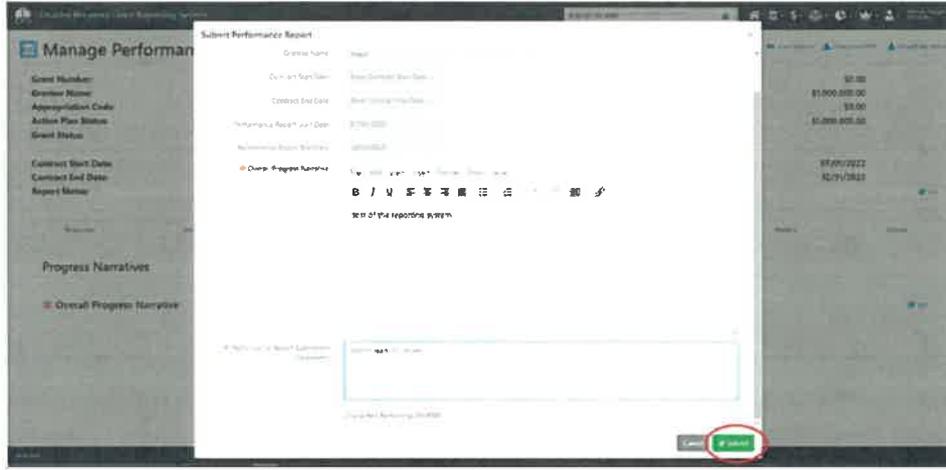


Next click “Submit Report.”

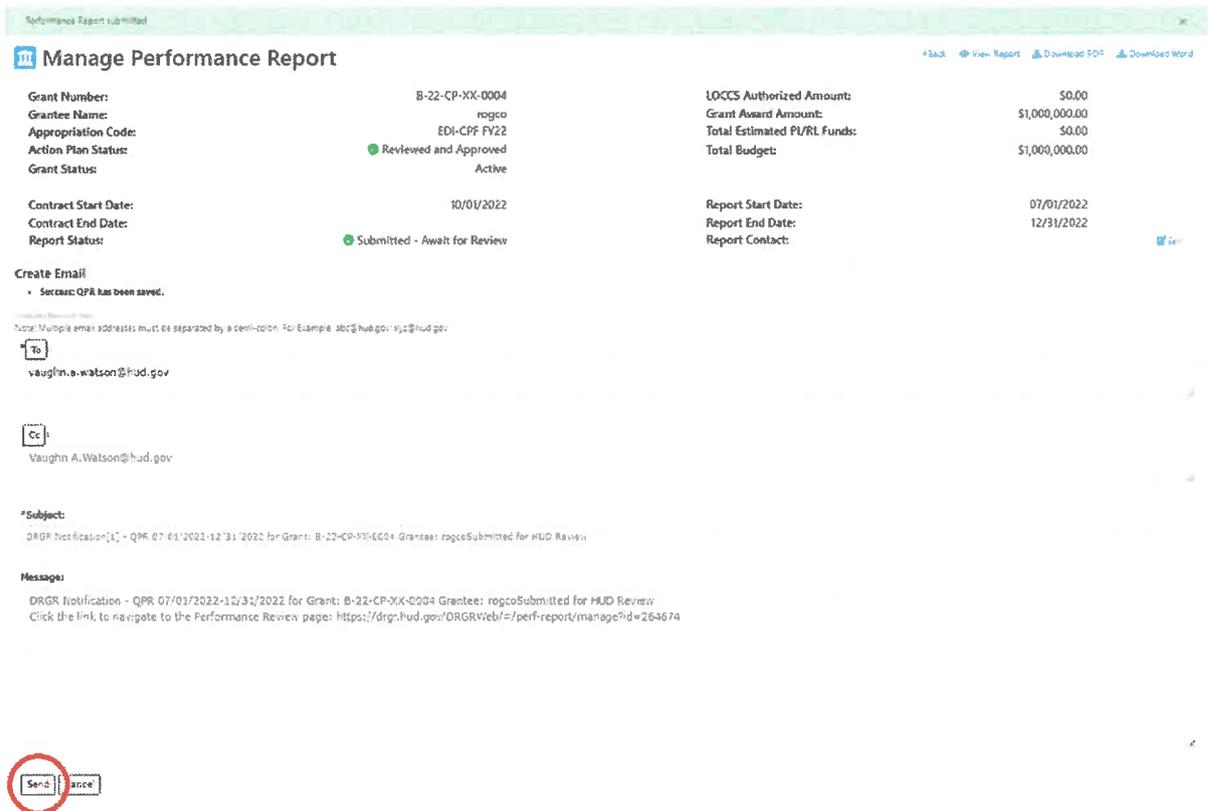


Next confirm the report information and add Performance Report Submission Comments as this is a required field. Then click “Submit.”

Disaster Recovery Grant Reporting (DRGR) System Quick Guide



Finally, DRGR will load the “create email” page which will allow grantees to notify the reviewers that the Performance Report is ready for review. Click “send and your Performance Report has been sent.



Reporting Requirements on Race and Ethnicity

Data on the race and or ethnicity of beneficiaries of programs funded by the award is collected using the HUD form 27061 “Race and Ethnic Data Reporting Form”. The information collected through HUD's standardized Form for the Collection of Race and Ethnic Data tool. The Grantee must report data on

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

the, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 . This data as part of HUD's Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development, Effectuation of the Title VI of the Civil Rights Act of 1964. HUD's Title VI regulations, specifically 24 CFR Part 1.6.

This regulation requires recipients of Federal financial assistance to maintain and submit racial and ethnic data so HUD may determine whether such programs comply with Title VI data collection requirements. HUD must offer individuals who are responding to agency data requests for race the option of selecting one or more of five racial categories. HUD must also treat ethnicity as a category separate from race. Title VI requires recipients of HUD funding to maintain records, make them available to responsible Department officials, and if requested, submit compliance reports. For example, HUD grant programs may request information during program monitoring and compliance reviews to ensure compliance with the nondiscrimination requirements of Title VI.

The HUD 27061 must be completed annually, in January of the calendar year to report on the previous year's data. For example, a report submitted in January of 2024 reports data collected for the period between January 1, 2023, and December 31, 2023.

The completed HUD Form 27061 must be forwarded to the HUD Grant Officer assigned for this award at the email address for the Grant Officer and with a cc to the Congressional Grants Division email inbox at CFPGrants@hud.gov.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Race and Ethnic Data Reporting Form

U.S. Department of Housing and Urban Development
Grants Management and Oversight Division

OMB Approval No. 2535-0113
(exp. 07-31-2022)

PROGRAM TITLE _____
Program Title:

GRANTEE NAME _____
Grantee/Recipient Name:

GRANTEE REPORTING ORGANIZATION _____
Grantee Reporting Organization:

Reporting Period From (mm/dd/yyyy): 01/01/20## To (mm/dd/yyyy): 12/31/20##

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
American Indian or Alaska Native	##	##
Asian	##	##
Black or African American	##	##
Native Hawaiian or Other Pacific Islander	##	##
White	##	##
American Indian or Alaska Native <i>and</i> White	##	##
Asian <i>and</i> White	##	##
Black or African American <i>and</i> White	##	##
American Indian or Alaska Native <i>and</i> Black or African American	##	##
* Other multiple race combinations greater than one percent: (Per the form instructions, write in a description using the box on the right)	##	##
Balance of individuals reporting more than one race	##	##
Total: ####	0	0
* If the aggregate count of any reported multiple race combination that is not listed above exceeds 1% of the total population being reported, you should separately indicate the combination. See detailed instructions under "Other multiple race combinations."		

Public reporting burden for this collection is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.



OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

September 12, 2023

Jay Jarvis
Division Director
Polk County
330 W. Church St.
Bartow, FL 33831
Email: JayJarvis@polk-county.net

Subject: FY2023 Community Project Funding Grant: Fully Executed Grant Agreement
B-23-CP-FL-0405

Dear Jay Jarvis:

The HUD Office of Community Planning and Development, Congressional Grants Division is providing the fully executed Grant Agreement to you for the subject grant. This Grant Agreement, signed by both parties, provides the terms and conditions for this grant. This executed Grant Agreement readies you to be able to spend your grant funds and submit requests for reimbursement in accordance with program and environmental review requirements. Please retain this document as part of your grant records.

As a reminder, all HUD-assisted activities require some level of environmental review, even projects that only involve exempt or categorically excluded activities. Further information on the environmental review requirements is provided in the Grant Guide and codified in the Grant Agreement. In addition, this Community Project Funding (CPF) Environmental FAQ (https://www.hud.gov/sites/dfiles/CPD/documents/CPF-ER-One-Pager_CLEAN_5.24.23.pdf) provides additional directions regarding the environmental review requirements.

For grants involving acquisition, rehabilitation, and other construction-related activities, please consult your Grant Officer and Environmental Review Specialist prior to incurring any "hard costs." Contact information is found on the program website here: <https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

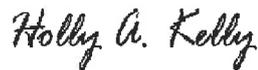
Regarding the Disaster Recovery Grant Reporting (DRGR) system, the administrator for your account will receive notification when the new user account has been created. The user for the account is the individual listed as the point of contact per your SF424 (under Applicant Information). They will receive an email from the DRGR Helpdesk with the User ID and temporary password. The DRGR PIN for this grant is provided here: 30405. The email will include additional instructions on accessing DRGR for the first time.

The DRGR Administrator for your organization will need to add at least one additional user to complete the draw down process. Please refer to the DRGR Quick Guide for additional guidance. Additional guidance on DRGR, the environmental review requirements and other CPF program requirements can be found at the website link further above and on the HUD Exchange website here: <https://www.hudexchange.info/programs/cpf/>.

If you have any questions regarding the next steps to access HUD's Disaster Recovery Grant Reporting (DRGR) system (i.e., grant set up, grantee user set up, uploading the approved "Action Plan", etc.) please review the attached DRGR Quick Guide and then contact your DRGR System Officer, Shantel M. James, at Shantel.M.James@hud.gov for assistance. You may continue to contact your Grant Officer, Marie Pagan, CPD Congressional Grants Division, at Angelica.M.Pagan@hud.gov with all other CPF related questions.

Thank you for your attention to this matter. HUD looks forward to working with you on this project.

Sincerely,



Holly A. Kelly
Director
Congressional Grants Division

ATTACHMENTS:

HUD 1044 Assistance/Award Amendment Form
Community Project Funding Fully Executed Grant Agreement
DRGR Quick Guide

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0405**

Grantee Name: Polk County

Grantee Address: 330 W. Church St. Bartow, FL 33831

Grantee's Unique Entity Identifier (UEI): JBN5EHFNGUG9

Grantee's Employer Identification Number (EIN) 59-6000809

Federal Award Identification Number (FAIN) B-23-CP-FL-0405

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Polk County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(e), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

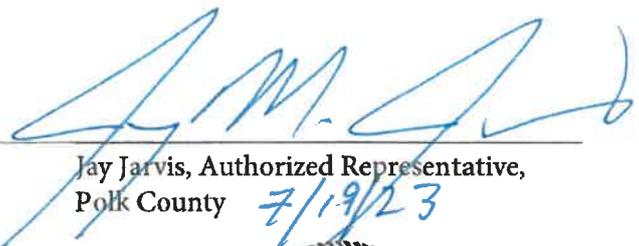
This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

POLK COUNTY

(Name of Organization)

Jay Jarvis, Authorized Representative,
Polk County



7/19/23

BY:

(Signature of Authorized Official)

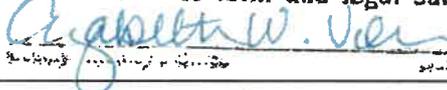
George Lindsey III, Chair
(Typed Name and Title of Authorized Official)

5/2/23

(Date)

H.I

Reviewed as to form and legal sufficiency



HUD

ROBIN KEEGAN

Digitally signed by ROBIN
KEEGAN

Date: 2023.09.06 18:06:08 -04'00'

BY:

Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been attached to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been attached to the end of the grant agreement.

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	%	_____
_____	%	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions
NONE.**

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.
2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.
3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).
4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
 - b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.
5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - b. Whether an opportunity was provided for open competitive bidding or negotiation;
 - c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

NARRATIVE FOR FLYOVER PROJECT

Project Name: FDC Grove Road/North Ridge Trail Flyover

Project Purpose: The purpose of this project is to construct a bridge flyover above the I-4 and U.S. Highway 27 Interchange in Polk County, Florida to allow local traffic to bypass that interchange and move traffic north and south utilizing a route parallel to U.S. Highway 27, thereby alleviating traffic congestion at the Interchange.

Project Scope:

The purpose of the FDC Grove Road/North Ridge Trail Flyover project is to alleviate traffic congestion at the Interstate Highway 4/U.S. Highway 27 interchange in Polk County, Florida. Polk County will construct a bridge flyover over this intersection, allowing for traffic to bypass the interchange by moving local traffic north/south on a route parallel to US Highway 27.

General activity categories for this project will include an Alignment Study Phase, an Initial Design Phase, a Final Design Phase, acquiring RFPs, contracting, permitting, and construction.

Total cost for this project, including design, is estimated at \$91 million. **The \$4 million CPF grant will financially support the Alignment Study, Design, and Final Design phases of the larger project.**

The project has not yet been started. Polk County anticipates the design phase to begin on October 1, 2023.

No subrecipient will be used to implement any part of this this project. An Open Request for Proposals will be completed to fulfill the design of this project under the requirements of this Award.

This project is included in the Polk County Transportation Planning Organization's Long Range Transportation Plan and is also identified in the Florida Department of Transportation US Highway 27 Mobility Study as a priority road project.



Google Maps Coordinates: 28.225517, -81.660105

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED CRITERIA		PROJECT SCHEDULE		FY24		FY25		FY26		FY27		FY28		
Project Title:	FDC Grove Road/Northridge Trail Flyover	Project listed in CIE?	Yes	Safety	X	1	2	3	4	1	2	3	4	1	2	3	4	
Functional Area:	Roads and Drainage	Comp. Plan reference:	Objective 3.202-E, 3.023	Mandate														
Department:		LOS/Concurrency Related:	No	Replace														
Location:	Lakeland			Growth	X													

PROJECT DESCRIPTION:
 The County will ultimately construct a bridge flyover of this interchange. This project will allow local traffic to bypass that interchange by moving local northbound traffic on a route parallel to US Highway 27. Moving local traffic to an alternative roadway creates more capacity on US Highway 27 for the movement of commerce through this area.

PROJECT RATIONALE (include Additional LOS Detail, if necessary):
 This improvement is necessary based on the projected level of service.

No operating costs	FUND/COST CENTER	11137.540580014	REPLACEMENT COUNTY PROPERTY NO.:	N/A
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	Prior Cumulative	FY22/23 Budget	FY22/23 Projected Expenses	FY24	FY25	FY26	FY27	FY28	Future Years	Proposed Project Total
Design/Arch/Eng		4,000,000		4,000,000						4,000,000
Land (or ROW)									24,000,000	24,000,000
Construction									54,000,000	54,000,000
CEI									5,000,000	5,000,000
Equipment										
Total Project Cost	0	4,000,000	0	4,000,000	0	0	0	0	83,000,000	87,000,000

FUNDING PLAN										
	FY22/23 Budget	FY22/23 Projected Expenses	FY24	FY25	FY26	FY27	FY28	Future Years	Proposed Project Total	
CPF-HUD - 11137	4,000,000		4,000,000						4,000,000	
Unassigned									83,000,000	
Total Funding	0	4,000,000	0	4,000,000	0	0	0	0	87,000,000	

OPERATING BUDGET IMPACT										
	FY22/23 Budget	FY22/23 Projected Expenses	FY24	FY25	FY26	FY27	FY28	Future Years	Proposed Project Total	
Personal Svc.										
Non-personal										
Capital										
Total Operating										



Assistance Award/Amendment		U.S. Department of Housing and Urban Development Office of Administration											
1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment											
3. Instrument Number B-23-CP-FL-0405	4. Amendment Number	5. Effective Date of this Action	6. Control Number										
7. Name and Address of Recipient Polk County 330 W. Church St. Bartow, FL 33831 EIN: 59-6000809 UEI: JBN5EHFNGUG9		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000											
10. Recipient Project Manager Jay Jarvis		8a. Name of Administrator Julie Zavala	8b. Telephone Number Julie.A.Zavala@hud.gov										
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer											
14. Assistance Amount		15. HUD Accounting and Appropriation Data											
<table border="1"> <tr><td>Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td>\$4,000,000.00</td></tr> <tr><td>Total HUD Amount</td><td>\$4,000,000.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td>\$4,000,000.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$4,000,000.00	Total HUD Amount	\$4,000,000.00	Recipient Amount		Total Instrument Amount	\$4,000,000.00	15a. Appropriation Number	15b. Reservation Number EDE 23
Previous HUD Amount													
HUD Amount this Action	\$4,000,000.00												
Total HUD Amount	\$4,000,000.00												
Recipient Amount													
Total Instrument Amount	\$4,000,000.00												
		Amount Previously Obligated											
		Obligation by this Action											
		Total Obligation											

16. Description

FDC Grove Road/North Ridge Trail Flyover

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Jay Jarvis	20. HUD (By Name): Robin J. Keegan