PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR SIMMERS YOUNG PARK ARTIFICIAL TURF CONVERSION

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Florida Transportation Engineering, Inc. (the "Consultant"), a Florida corporation, 4175 South Pipkin Rd, Suite 208, Lakeland, FL 33811, and whose Federal Employer Identification Number is #65-0183924.

WHEREAS, the County requires certain professional services in connection with the Simmers Young Park artificial turf conversion to include design, permitting, bid services, and construction administration; and

WHEREAS, the County has solicited for these services via RFP 22-599, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 Effective Date; Term

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

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP # 22-599, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the Scope of Work (collectively, (i) (ii), and (iii) are "RFP 22-599"), all of which are incorporated into this Agreement by this reference, attached 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 Description 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 Services as outlined in Exhibit "A-iii". Any additional authorizations for future services shall be in the form of a written amendment to this Agreement.

2.4. The Consultant has also agreed that this Agreement may be used by any other government agency; provided, however, the County shall have no liability whatsoever for any such third-party agreements.

3.0 Compensation

3.1 General

3.1.1 In consideration for the Consultant providing the Services, the County shall pay the Consultant the lump sum amount of \$631,811.22 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.

31.2 The parties shall negotiate the compensation for additional Phase II services, as a lump sum or not to exceed amount based 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 Parks and Natural Resources 4177 Ben Durrance Road, P.O. Box 9005, Drawer PW06 Bartow, FL 33831

- 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 deemed to be 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 expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.
- 3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries Sub-Consultant

- 3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
- 3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division

responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 Consultant's Responsibilities

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

5.0 **Ownership of Documents**

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

6.0 **Termination**

- 6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:
- 6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and
- 6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
 - 6.2 Unless in dispute or subject to the County's right of set-off or other

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

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

9.0 Professional Associates and 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 subconsultant to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

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

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

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide 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.

<u>Comprehensive Automobile Liability Insurance</u>. \$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.

<u>Commercial General Liability</u>. \$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 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 coverage.

Independent Consultants:

Policy must include Separation of Insureds Clause.

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

<u>Professional Liability Insurance</u>. \$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.

12.0 **Public Entity Crimes**

The Consultant understands and acknowledges that this Agreement will be

voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Consultant.

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 Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.
- (c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY 330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

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

21.0 Notices

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

For County: Polk County Parks and Natural Resources

4177 Ben Durrance Road, P.O. Box 9005, Drawer PW06

Bartow, FL 33831

Attention: Parks and Recreation Manager

For Consultant: Florida Transportation Engineering, Inc.

4175 S. Pipkin Rd, Suite 208

Lakeland, FL 33811

Attention: William "Bill" McBride, Sr.

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. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
- (i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
- (ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
- (iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other

remuneration.

- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract.
- C. By entering into this 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 this contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. 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 for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

- 25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.
- 25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.
- 25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.
- 25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 **Default and Remedy**

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

27.0 Limitation of Liability

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

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

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

31.0 **Key Personnel**

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

Name: Ravi Devaguptapu, P.E., Principle-In-Charge

Name: Jeffery Scott, PSM, Land Surveyor

Name: William J. McBride, PM, Lead Designer

Name: Kurt Crist, RLA, Landscape Architect

Name: Lauren D. Campo, P.E., Stormwater Management & Permitting

Name: Douglas S. Dunkelberger, P.E., Geotechnical Engineering

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. <u>Termination</u>. 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 THIS PAGE IS INTENTIONALLY LEFT BLANK;

THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE

WITH THE PARTIES' SIGNATURES.)

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision of the State of Florida

By:

George Lindsey III, Chairman
Board of County Commissioners

Date Signed By County

Reviewed as to form and legal sufficiency:

Saudu B. How 2/20/23

County Attorney's Office

ATTEST:

Florida Transportation Engineering, Inc., a Florida corporation

By:

Pallavi Devaguptapu

PRINT NAME

Secretary

TITLE

Date: 2/28/2023

SEAL

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EXHIBIT "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from consultants that are interested in providing *Professional Engineering Services to include design, permitting, bid services, and construction administration here as described herein* 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: 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

Description: Provide Engineering services for the artificial turf conversion project at Simmers Young Park located at 339 American Spirit Road, Winter Haven, FL 33880, to include preliminary and final design, permitting, bid phase, and construction phase services.

Receiving Period: Prior to 2:00 p.m., Wednesday, September 28, 2022

Bid Opening: Wednesday, September 28, 2022, at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: A MANDATORY pre-proposal meeting will be held Thursday, September 15, 2022, 11:00 a.m. at the County Administration Building, 330 W. Church St., Bartow, FL 33830 -1st Floor, Procurement Office. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference call, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A mandatory site visit will follow if determined necessary during this meeting. The park is open to the public and all consultant firms are welcome to visit the site during normal park hours (Monday through Friday 5:00am to 10:00pm) during this proposal.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday, September 21, 2022, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 22-599

RFP Title: Engineering Services for Simmers Young Park Artificial Turf Conversion 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:	7:
Mailing Address:	
State:	
Zip Code:	
Phone Number:	
Email:	

RFP Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN			
Sealed RFP Number	22-599		
RFP Title	Engineering Services for Simmers Young		
	Park Artificial Turf Conversion Project		
Due Date/Time:	September 28, 2022, 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.

POLK COUNTY

Procurement Division

Fran McAskill

Procurement Director

REQUEST FOR PROPOSAL 22-599 Engineering Services for Simmers Young Park Artificial Turf Conversion Project

On all all many analysis will be unactived in the Dragurement Division Wednesday September 29, 2022, prior

Sealed proposals will be received in the Procurement Division, Wednesday, **September 28, 2022, 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 disgualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that 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 Danielle Rose, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by September 21, 2022, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks professional engineering services for Simmers Young Park Artificial Turf Conversion Project, "the Project".

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

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

The County will negotiate a fee schedule and an 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.

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

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The intent of this Request for Proposal (RFP) is to select an experienced Engineering firm to provide engineering services to convert twelve (12) natural grass soccer/football fields to artificial turf, install athletic field lighting on three (3) fields, and install two (2) pre-cast concrete concession/restroom buildings, at Simmers Young Park., located at 339 American Spirit Road, Winter Haven, FL 33880.

PROJECT DESCRIPTION:

Parks and Natural Resources (PNR) is seeking to convert all twelve (12) soccer/football fields to artificial turf; however, construction will be accomplished in two phases. The two (2) work phases are as follows:

- the installation of artificial turf on the five (5) northern fields, Musco lighting systems on three (3) of the fields and two (2) pre-cast concrete concession/restroom buildings furnished by Leesburg Concrete.
- the installation of artificial turf on the remaining seven (7) fields located in the southern area of the park.

Furthermore, the County is seeking proposals from experienced and qualified Construction Management firm to work with the selected Engineering firm through design, preconstruction phase services (inclusive of bid/award), and construction phase. Design firms that are not experienced in working with Construction Manager at Risk (CMAR) services will not be considered for selection. It is the intent of the County to select and negotiate a CMAR agreement with one CMAR company as the prime contractor and one Engineering firm. The County will negotiate a fee schedule for the selected Engineering firm once an RFP selection committee recommendation has been approved by the Board of County Commissioners.

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

The Engineering services are to include, but are not limited to the following:

Developing a performance specification and/or bid documents for a complete artificial turf system that includes sub-base, drainage, carpet, and in-fill to meet the site conditions and recreational level of use will be a critical component of the scope/deliverable. The design should ensure site grading for the fields is minimal to the greatest extent possible to protect existing structures and minimize fill import. The scope includes coordinating and securing all permits, permit modifications, exemption letters and/or stormwater credits from all the agencies with jurisdiction on this project (i.e., water management district, Health Department, electrical service provider(s), potable water service provider(s), sewer service provider(s), etc.).

Each phase will consist of a pre-construction phase and a Guaranteed Maximum Price (GMP).

Phase I will include the installation of artificial turf on the five (5) northern fields, Musco lighting systems on three (3) of the fields and two (2) pre-cast concrete concession/restroom buildings furnished by Leesburg Concrete. Musco will perform all design and permitting for the lighting system and will provide electrical plans for the lighting systems for use to develop the overall design plan for the project. Leesburg Concrete will perform all building design including foundation and obtain building permits prior to installation for the two concession/restroom buildings; however, this

project scope includes establishing the site locations for the buildings, establishing the finish floor elevation and all design, and permitting to provide electrical, water and sewer service to within six feet (6') of the buildings (Leesburg Concrete will be responsible for final connections). The design also includes establishing a site for placement of temporary restrooms and/or food truck with electrical and potable water connections.

Phase II will include the installation of artificial turf on the remaining seven (7) fields located in the southern area of the park. Phase II services will begin on or after October 1, 2023.

PNR requires digital copies of all data and deliverables, in both a pdf format and in usable shapefiles, when appropriate, to include but not limited to site survey, geotechnical survey locations, concept design, final design plans, as-builts and other data collected that is georeferenced for this project.

PROPERTY DESCRIPTION:

The park is located in central Polk County and is accessed from CR 542 (K-Ville Road) on the north and American Spirit Road on the east. The Parcel ID is 25282600000012260 and the Property Appraiser address is 333 American Spirit Road, Winter Haven, FL 33880. The park is 295 acres with the twelve soccer/football fields and includes a softball complex, skeet shooting range, dog park, playground, picnic shelters, walking paths, concession/restroom buildings and parking areas.

PNR TO PROVIDE THE FOLLOWING:

- Property warranty deed
- Existing permit information
- Musco lighting electrical plan
- Concession/Restroom building plans (Leesburg Concrete)

SCOPE OF SERVICES

The scope of work includes, but is not limited to the following tasks:

- Project "Kick Off" meeting with County staff.
- Site data collection and review
- Minor geotechnical, wetland and ecological assessments
- Limited construction testing services
- Survey(s) including topographical
- Concept design plan
- 30% design plan
- 60% design plan with probable cost estimates
- 90% design plans with draft technical specifications and revised cost estimates
- Final design plans with technical specifications, quantity estimates and cost estimates

- Securing all permitting and regulatory clearance letters including County Land Development reviews
- Phase I bid construction documents and bid assistance
- · Phase II bid construction documents and bid assistance
- Construction administration including project meetings with meeting minutes, RFI responses, submittal approvals & log, pay application reviews, etc.
- Permit and project closeout

PROJECT DURATION

PNR estimates the project to take 390 days to complete based on the following project phases.

- 90 days-Design and Permitting
- 90 days-Bidding process and contract award-Phase I
- 180 days-construction-Phase I
- 30 days-project and permitting close-outs-Phase I
- Phase II is contingent upon funding approval in FY 24

The time frames provided are estimates and PNR recognizes the possibility that unknown factors may result in additional time to complete the project.

COMPENSATION AND DELIVERABLES:

PNR prefers to structure compensation as a lump sum for each deliverable/task with the successful Engineering firm. The following are deliverables anticipated for this project, however, the list may not be all inclusive and some deliverables may not apply based on the final design.

- Kick-off Meeting with Meeting Minutes
- Site Survey
- Environmental, geotechnical and wetland assessment report that identifies any unusual conditions.
- Concept Plan
- Artificial turf system design specifications
- 30% Design Plans
- 60% Design Plans / Cost Estimates
- 90% Design Plans / Cost Estimates/ Technical Specifications
- Final Design Plans / Quantities, Cost Estimates, Technical Specifications
- Polk County Land Development Pre-Application Meeting Report, if required.
- Polk County Land Development Approval Letter, if required
- FDEP Permit, if required
- Health Department Permit
- Potable water connection approvals
- Primary electrical service provider connection approval

- ERP Permit
- Coastal Zone Management Act (CZMA) Exemption
- Construction Bid Packet-Phase I
- Construction Bid Packet-Phase II
- Construction Bid Review
- Pre-Construction Meeting Minutes
- Construction Progress Meeting Minutes (includes pay applications & change order approvals, RFI responses, etc.)
- Substantial Completion Inspection Report & Punch List
- Final Inspection Report
- Permitting Close-out Documents

AGREEMENT

The term of this agreement is estimated be for 390 days after notice to proceed is issued. 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.
- Describe how your firm will coordinate and interface with the yet to be determined CMAR firm.
- Describe the firms experience with coordinating projects utilizing the CMAR project delivery method. Provide at least three (3) examples of projects where the CMAR delivery method was utilized, and your firms experience and approach to preconstruction and construction phase services.

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

 Provide a minimum of five (5) and a maximum of eight (8) recent projects performed within the past eight (8) years for which your firm performed engineering services for artificial turf construction of similar size and scope. (Limit response to one (1) page per project-single/double sided)

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, consultant claim, and insufficient plans and specifications.
- 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
 - o 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 to include areas of expertise.

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

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

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

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

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

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

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

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

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

 Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with the Parks and Natural Resources or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge and experience securing permits from all local, State and federal agencies that may have jurisdiction related to this project. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

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

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows

0	Average Score between 9-10	10 Points
0	Average Score between 7-8	8 Points
0	Average Score between 5-6	6 Points
0	Average Score between 3-4	4 Points
0	Average Score between 1-2	2 Points
0	Average Score of 0	0 Points

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one original marked ORIGINAL and five (5) copies marked COPY, and one (1) complete submittal on USB flash drive of their proposal in a sealed container to the Procurement Division. The parcel should be labeled "RFP #22-599, Simmers Young Park Artificial Turf Conversion Project" and marked with the respondent'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

The submittal shall be received by the County only at the above address prior to 2:00 p.m., Wednesday, September 28, 2022.

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. Proposers may also attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

Elevation Level 2 (Scoring)

Procurement shall score each Proposal on the following evaluation criteria:

0	Local (Tab 4)	5 points
0	W/MBE Certification (Tab 5)	5 Points
0	Surveys of Past Performance (Tab 8)	10 points
	Subtotal Points	20 points

by the process stated under each corresponding Tab description as set forth on Pages 10 - 12.

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

•	Approach to Project (Tab 2)	35 Points
•	Experience, Expertise, (Tab 3)	35 Points
	Personnel, and Technical Resources	
•	Interaction w/ County & Regulatory (Tab 6)	5 points
	Agencies	
•	Timely Completion of Projects (Tab 7)	5 points

by the following process:

Subtotal Points

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

80 points

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all

- supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
 The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
 - The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
 The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

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

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

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

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

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

Elevation Level 3 (Proposer Interviews)

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

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

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

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

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement 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 Commissions 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 Consultants; 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 consultant 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 consultant, supplier, subconsultant, 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 consultant 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/MBE's 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. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
- (i) "Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
- (ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
- (iii) "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a consultant or another subconsultant in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, consultants and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired

employees. The Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (i) All persons employed by the Consultant to perform employment duties during the term of this contract; and
- (ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Consultant to perform work pursuant to this contract.
- The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Consultant 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of this contract. 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 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).

Proposers Incorporation Information

(Submittal Page)

he following section should be completed by all bidders and submitted with their bid subm	nittal
Company Name:	
BA/Fictitious Name (if applicable):	
IN #:	
ddress:	
City:	
state:s	
(ip Code:	
County:	
lote: Company name must match legal name assigned to the TIN number. A current W9 hould be submitted with your bid submittal.	
Contact Person:	
Phone Number:	
Cell Phone Number:	
mail Address:	
ype 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 consultant must complete and submit this form prior to award. The Successful consultant 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 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

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 (Professional Engineering Services for Northeast Regional Park Turf Conversion), Etc.
COST OF SERVICES	Cost of services (\$300,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

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

Survey Questionnaire – Polk County RFP 22-599, Simmers Young Park Artificial Turf Conversion Project

Phone Number: Email: Total Annual Budget of Entity Subject: Past Performance Survey of Similar work: Project name: Name of Consultant being surveyed:		_
Total Annual Budget of Entity Subject: Past Performance Survey of Similar work: Project name:		_
Subject: Past Performance Survey of Similar work: Project name:		
Project name:		
Name of Consultant being surveyed:		
Cost of Services: Original Cost: Ending C	Cost:	
Contract Start Date: Contract End Date:		
each of the criteria to the best of your knowledge. If you do not he knowledge of past performance in a particular area, leave it blank NO CRITERIA		SCORE
		SCOPE
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)	
Quality of workmanship Professionalism and ability to manage	(1-10) (1-10) (1-10)	
3 Quality of workmanship 4 Professionalism and ability to manage 5 Close out process	(1-10) (1-10) (1-10) (1-10)	
3 Quality of workmanship 4 Professionalism and ability to manage 5 Close out process 6 Ability to communicate with Client's staff	(1-10) (1-10) (1-10) (1-10) (1-10)	
3 Quality of workmanship 4 Professionalism and ability to manage 5 Close out process 6 Ability to communicate with Client's staff 7 Ability to resolve issues promptly	(1-10) (1-10) (1-10) (1-10) (1-10)	
3 Quality of workmanship 4 Professionalism and ability to manage 5 Close out process 6 Ability to communicate with Client's staff 7 Ability to resolve issues promptly 8 Ability to follow protocol	(1-10) (1-10) (1-10) (1-10) (1-10) (1-10)	
3 Quality of workmanship 4 Professionalism and ability to manage 5 Close out process 6 Ability to communicate with Client's staff 7 Ability to resolve issues promptly 8 Ability to follow protocol 9 Ability to maintain proper documentation	(1-10) (1-10) (1-10) (1-10) (1-10) (1-10) (1-10)	
3 Quality of workmanship 4 Professionalism and ability to manage 5 Close out process 6 Ability to communicate with Client's staff 7 Ability to resolve issues promptly 8 Ability to follow protocol 9 Ability to maintain proper documentation 10 Overall Client satisfaction and comfort level in hiring	(1-10) (1-10) (1-10) (1-10) (1-10) (1-10) (1-10) (1-10) (1-10)	

Affidavit Certification Immigration Laws

SOLICITATION NO.: <u>RFP 22-599</u>, <u>Engineering Services for Simmers Young Park Artificial Turf</u> Conversion 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 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 t	pefore me by means	of \square physical pr	esence or
online notarization, this	day of	, 2022, by _		(name)
as(title of c	officer) of	(e	ntity name), on be	half of the
company, who 🔲 is personally	known to me o	or has produced		
	as identifica	ation.		
Notary Public Signature:				
Printed Name of Notary Public	7			
Notary Commission Number a	nd Expiration:			
(AFFIX NOTARY SEAL)				

EXHIBIT "A-ii"

Florida Transportation Engineering, Inc.

Engineering – Surveying - Landscape Architecture - Planning
Serving the Land & Sports Industry Since 1989



ENGINEERING SERVICES FOR SIMMERS YOUNG PARK ARTIFICIAL TURF CONVERSION PROJECT

RFP Project #22-599

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

October 12, 2022







TAB 1 EXECUTIVE SUMMARY



October 12, 2022

Ms. Daniella Rose, Procurement Analyst Polk County Procurement Division 330 West Church Street, Room 150 Bartow, Florida 33830

RE: Letter of Interest - RFP 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

Dear Selection Committee Members,

As we have seen in other communities across the State of Florida and throughout US, projects like this have the potential to create greater flexibility in local parks and recreational athletic playing field programming, together with <u>a significant reduction in rainfall delays, event cancellations and the overall athletic playing field yearly maintenance budgets.</u> To capitalize on this momentum, it is important for you to commit to working with a design firm who has the professional credentials and years of experience in converting multiple natural turf fields into multiuse safe athletic synthetic turf fields.

FTE has been *involved in the development of athletic playing fields in the nation's top sports* complexes from the highest level of professional sports to local parks and recreational sports facilities. FTE is currently *working with Palm Beach County Parks and Recreation in converting* thirty-four (34) grass athletic fields to artificial turf fields at 14 parks. This level of experience means that you will have chosen a quality firm that specializes on this type of project and can efficiently and effectively design, permit, and provide superior construction administration services for your sports fields. FTE has been a preferred professional playing field design consultant by the nation's largest sports architectural firms including, Populous, HKS, HOK, DLR Group and several professional sports team organizations.

We have a proven history with our teaming partners, Terracon and Campo Engineering, Inc. on numerous projects located in Florida. Together we offer sports design leadership and local knowledge, coupled with day-to-day insights into the Florida's culture and climate. With <u>our local office in Lakeland</u>, our team is available on a moment's notice with the answers you will need to develop high performance, safe synthetic turf athletic playing fields.

We fully understand the scope of the work and you have my assurance that we meet all the requirements of the RFP and would perform this work in a timely manner. We also have extensive CMAR working experience as outlined in the RFP requirements. We look forward to the opportunity to meet with you in the coming weeks to further expand on our qualifications and excitement for this project.

Sincerely.

Ravi Devaguptapu, P.E, PTOE

President

A Polk County registered MBE Company







Executive Summary Information:

Prime Consultant:

Florida Transportation Engineering, Inc. (FTE)

4175 S. Pipkin Road, Suite 208

Lakeland, Florida 33811

Firm Established in Florida: 1989 (33 Years)

Professional Registration(s): Civil Engineering + Landscape Architecture + Land Surveying.

Number of Fulltime Employees: Forty-Two (42) Contact Name: Ravi Devaguptapu, P.E., PTOE

Telephone: 800.639.4851 ext. 101

E-mail: ravi@fteinc.net

Sub-Consultant: Stormwater Management Modeling + Permitting

Campo Engineering, Inc.

1725 East 5th Avenue Tampa, Florida, 33605

Firm Established in Florida: 2005 (17 Years) Professional Registration(s): Civil Engineering Number of Fulltime Employees: Four (4) Contact Name: Lauren D. Campo, P.E.

Telephone: 813.215.7372

E-mail: lauren@campoengineering.com

Sub-Consultant: Geotechnical Engineering Services

Terracon Consultants, Inc.

5463 W. Waters Avenue, Suite 830

Tampa, Florida 33634

Firm Established in Florida: 2001 (21 Years) Professional Registration(s): Civil Engineering

Number of Fulltime Employees: 5,420

Contact Name: Douglas S. Dunkelberger, P.E.

Telephone: 941.915.4114

E-mail: doug.dunkelberger@terracon.com

State of Florida Department of State

I certify from the records of this office that FLORIDA TRANSPORTATION ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1990.

The document number of this corporation is L61935.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 14, 2022, 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 Fourteenth day of January, 2022



Secretary of State

Tracking Number: 6759644028CC

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Logged in as Devaguptapu, Ravi

Registry #7924

License Menu

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Press "Back" to return to the main menu.

License Issued To: FLORIDA

TRANSPORTATION

ENGINEERING, INC.

License Status: Current

Originally Licensed On:

04/03/1998 (mm/dd/yyyy)

Expires On:

Modifiers: Corporation

04/03/1998 (mm/dd/yyyy)

Functions

Address Change

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Back

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Please see our Chapter 455 page to determine if you are affected by this change.

Data Contained In Search Results Is Current As Of 11/21/2021 11:31 PM.

Search Results

Please see our <u>glossary of terms</u> for an explanation of the license status shown in these search results

For additional information, including any complaints or discipline, click on the name.

Status/Expires	Current, Active 11/30/2023		
License Number/ Rank	LA0001444 / Landscape Arc		
Name Type	l Primary		
Name	CRIST, KURT RICHARD		
License Type	Registered Landscape Architect		

Main Address*: 2350 BERN CREEK LOOP SARASOTA, FL 34240

Current, Active 11/30/2023			
LA0001444	Landscape Arc		
	DBA		
FLORIDA TRANSPORTATION	ENGINEERING, INC		
Registered	Landscape Architect		

Main Address*: 2350 BERN CREEK LOOP SARASOTA, FL 34240



* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses)

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500 800HELPFLA(435-7352) or (850) 488-2221

February 10, 2021

FLORIDA TRANSPORTATION ENGINEERING, INC. 8250 PASCAL DR PUNTA GORDA, FL 33950-4726

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7940

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



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

License No.: LB7940

Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

FLORIDA TRANSPORTATION ENGINEERING, INC. 11458 N 53RD ST TAMPA, FL 33617-2216

nicole brief

NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

DEVAGUPTAPU, RAVIKUMAR V.

8250 PASCAL DRIVE PUNTA GORDA FL 33950

LICENSE NUMBER: PES3150

EXPIRATION DATE: FEBRUARY 28, 2023

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Julie I. Brown, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481-FLORIDA STATUTES



FLORIDA TRANSPORTATION ENGINEERING, II 2350 BERN GREEK LOOP SARASOLA FL 34240

LICENSE NUMBER LA0001444

EXPIRATION DATE: NOVEMBER 30, 2023

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Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500 800HELPFLA(435-7352) or (850) 488-2221

January 22, 2021

JEFFREY HAROLD SCOTT 3411 W DORCHESTER ST TAMPA, FL 33611-2739

SUBJECT: Professional Surveyor and Mapper License # LS5793

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers

LS5793

Professional Surveyor and Mapper JEFFREY HAROLD SCOTT

IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2023

Detach Here



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

License No.: LS5793

Expiration Date February 28, 2023

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JEFFREY HAROLD SCOTT 3411 W DORCHESTER ST TAMPA, FL 33611-2739

niere Gried

NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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



LICENSE NUMBER: PES7421

EXPIRATION DATE: FEBRUARY 28, 2023

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State of Florida Department of State

I certify from the records of this office that CAMPO ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 2005.

The document number of this corporation is P05000140177.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 6, 2022, 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 Sixth day of February, 2022



Secretary of State

Tracking Number: 1182193427CC

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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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



LICENSE NUMBER: PES3962

EXPIRATION DATE: FEBRUARY 28, 2023

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TAB 2 APPROACH TO PROJECT



APPROACH TO PROJECT

A. UNDERSTANDING OF THE PROJECT AND COUNTY'S GOALS & OBJECTIVES

The project is located at Simmers Young Park, 339 American Spirit Road, Winter Haven, FL 33880.

The Polk County program includes the conversion from natural turf fields to synthetic turf fields for all twelve (12) soccer/football fields in two (2) phases.

Phase One

The installation of synthetic turf on the five (5) northern fields, Musco lighting systems on three (3) of the fields and two (2) pre-cast concrete concession/restroom buildings furnished by Leesburg Concrete.

Phase one budget has been established at \$7,000,000.00 for this phase of the project. As the prime consultant, FTE fully understands the significant investment the County has committed to providing state of the art multi-use synthetic turf playing fields within the construction cost estimate. FTE's team demonstrates the highest level of knowledge and day to day working experience on these types of conversion projects. Our team is fully capable of delivering the highest standard of construction documents and has extensive leadership in construction administration services that will ensure that the County receives superior quality multi-use athletic playing fields, sports lighting, and concession/restroom buildings, within budget, on time, and in compliance with the County's expectations.

Phase Two (funding pending)

Phase two will include the installation of synthetic turf on the remaining seven (7) fields located in the southern area of the park. Phase two services will begin on or after October 1, 2023.

1. Project Management

FTE has adequate in-house licensed professional and support staff to handle the civil engineering, land surveying, playing field design, utility design, local and state permitting and construction administration services. Our subconsultant team members as licensed professional in stormwater engineering and geotechnical engineering services. Having limited number subconsultants to manage allows FTE to focus on communicating with the County and CMAR needs.

2. Quality Assurance + Quality Control Program

FTE staff is committed to consistently providing quality work. This commitment is embodied in our corporate Quality Assurance (QA) policy, implemented through our Project Management and Quality Guidelines, and enforced through our Standard Procedures, Work Instructions, and Audit Procedures. FTE has constructed a Quality Control Plan that utilizes the principals in the Shewhart Cycle, which was developed by Walter Shewhart. FTE expanded on this model and created a plan that allows one to develop Quality Control practices on a company wide scale and for specialized projects.

<u>PLAN</u> Phase: Before each project begins, FTE holds a kick-off meeting where the client will sign off on the following: Contract Specifications, Project Deliverables, Project Schedule, Specific QA/QC Components, and Task Manager Assignment.

<u>DO</u> Phase: Construct tangible components of the QA/QC Program. These include: Written Quality Control Policies, Documentation (QA/QC Report), QA/QC Flowchart, QA/QC Time-line. During project, employees will adhere to the contract specifications and QA/QC guidelines: Meet Project Schedule, Perform Self-QC, and Uphold Professional Standards. This ensures that FTE's deliverables will meet and exceed expectations.

<u>CHECK</u> Phase: Document the QA/QC for Ongoing and Final products, Sign and Seal, and Distribute documentation.



<u>ACT</u> Phase: Annual review of QA/QC Processes includes: User-Friendliness, Cost Benefit, Value Added, Service Enhancement, Increased Performance Levels, Project Grades, Project Suitability, and Accountability.

3. CMAR Project + Delivery Method

FTE design documents and specifications are prepared as a separate deliverable package that allows for conventional or CMAR bidding for qualified subcontractors. The similar project experience examples found in Tab 3 are all CMAR deliverable projects. As the prime and design representative for the County, we listen to the CMAR for value engineering items for consideration and advise our clients based on a cost benefit evaluation process. We listen, evaluate, and present our professional opinion.

CRITICAL PROJECT APPROACH ITEMS

1. Topographic Survey + Geotechnical Engineering

Approach: FTE's land surveying department and geotechnical engineering subconsultant are critical professional services that must be provided within the initial data collection phase for this project. They must obtain all the necessary information for the design development/permit plans, estimate of probable cost, and preliminary constructability plans review with the selected CMAR.

2. Southwest Florida Water Management Current Interpretation (SWFWMD)

SWFWMD has a new rule interpretation that requires all synthetic turf conversion projects to formally submit a full ERP permit application, fees, permit plans, letter of authorization, and supporting drainage calculations that demonstrate that the synthetic turf field semi-impervious profile curves value increase for natural turf has been properly compensated into the subsurface drainage storage and conveyance system is above the seasonal high water table elevation and discharges no greater than the allowable historical discharge rate.

Approach: FTE and its subconsultants have successfully permitted projects under this new interpretation with the SWFWMD and several other water management district in the State of Florida. One of our current teaming partners is a former SWFWMD staff engineer reviewer and will assist in expediting the historical permit review, design, calculations and permitting process to keep on the project on schedule.

3. Site Field Visit

Approach: FTE's Project Manager and key design team members will schedule a site visit with the County Project Manager to obtain critical above and belowground utility infrastructure to ensure that the land surveyors have obtained all the necessary items identified during this field observation. In addition, this will allow the key design team members to work directly with the maintenance staff in better understanding the irrigation system operation conditions and the potential impacts to the current irrigation system operations.

4. Pre-Application Meetings (Utility Companies)

Approach: FTE's project manager and key design team members will schedule a pre-application meetings with the water, wastewater and electrical companies to introduce the project and obtain all the necessary technical standards, forms, and potential impact fees and provide the County Project Manager with a detail narrative for each utility companies requirements for formal submission and approval and identify if any of these utilities companies requirements may result in any possible impact the permitting and or construction schedule. Prior to the scheduling the meetings, FTE will coordinate with the County Project Manager, Musco, and Leesburg Concrete for the peak electrical demand for the three fields sports lighting and the pre-cast concession/restroom buildings.



B. INNOVATION IN PROJECT APPROACH

Uniform Standards for Synthetic Turf Fields

FTE has been instrumental in the creation of various countywide uniform standards for synthetic turf playing fields. This uniform standard of approach has been extremely successful in other counties in the State of Florida, which has established the county's overall playing field goals, objectives, and performance expectations based on the various athletic field sizes, level of play, flexibility in programming, synthetic turf profile performance requirements, environmental considerations, surface temperatures, risk management safety concerns, cost control measures, specialized maintenance equipment, and the minimum bidder's vendor qualifications requirements.

Working with the Polk County Project Manager, FTE will prepare a series of uniform playing field dimensional layout and material plan options to explore the best layout for the various athletic playing field programs. Once the uniform standards for the playing fields have been initially established and all items have been considered or addressed, the appropriated documents will be developed to accurately define the final criteria and special requirements for each of the athletic playing fields. We've found from our years of experience that the level of detail appropriate for these types of contract documents must be very specific and extremely detailed to eliminate construction change orders, and construction delays.

C. IDEAS FOR COST- EFFECTIVENESS

Direct Purchase by the County

Based on these projects being County-funded, the County Procurement Department can require all significant bulk stone aggregate, subsurface drainage piping materials, and all synthetic turf vendor products to be directly purchased by the County. Based on similar projects, direct purchase savings can be significant and can be applied back into the overall project budget. However, the design professional needs to prepare the written specifications in such a manner so as not to limit any specific product manufactured materials. Upon selection, FTE and the County Project Manager should schedule a meeting with the County Procurement Department and work out the fine details and create an itemized list of materials that would qualify under this type of program.

Synthetic Turf Pile Height Requirement

The pile height of the synthetic turf fiber should be no less than 2.25" in height on any field that would be considered a contact sports field, such as American tackle football, soccer, lacrosse, and rugby. This will eliminate the need for a shock/drainage pad under the synthetic turf field. The average cost per square foot can range between \$1.30 - \$1.50 per square foot for these types of pad systems. If you assume a field size is 80,000 square feet in size, that results in a cost-saving of approximately \$112,000 per field. Increasing the pile height and infill depth will still pass the necessary G-Max and HIC testing requirements for players' safety.

D. PRODUCT AVAILABILITY FOR CONSTRUCTION

Synthetic Turf Gravel Aggregate Material Shortage

Currently the #57 gravel drainage and #89 gravel topping stone aggregates used in properly constructing a synthetic turf subsurface drainage system, drainage blanket, and finished surface planarity are extremely limited to two vendors in the State of Florida and are very inconsistent in quantity of acceptable material. FTE with assist the County, CMAR, and playing field contractor to pre-qualify the approved quarry source (vendor) for these materials.



PROJECT PRODUCTION + MILESTONE DELIVERABLE SCHEDULE

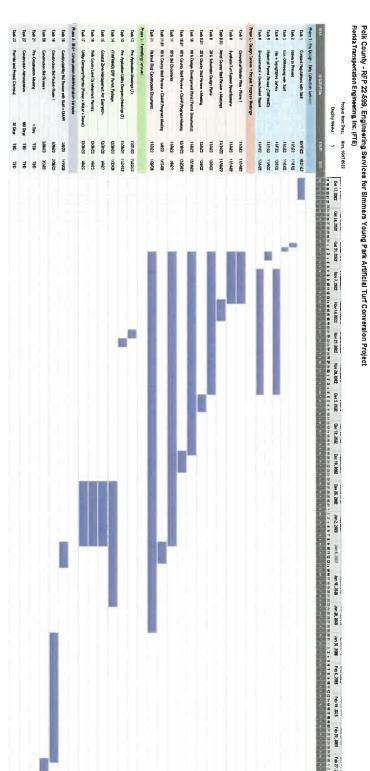
FTE will provide a bi-monthly updated production schedule to the County project manager demonstrating each individual task assignment start date, progress of work completed, and critical milestone completion dates.

This approach will ensure that each individual task is on schedule and is in accordance with the agreed-upon completion dates.

The project production and milestone deliverable schedule is currently anticipated to commence on or about November 1, 2022, and ready for permitting on or about December 26, 2022, with construction services beginning on January 14, 2023.

Included within the production schedule is the budget monitoring, cost control measures and quality assurance + quality control program:

- Update Cost on a Regular Basis: Revised cost estimate at each phase of plans development.
- Permit Approval Process:
 Update plans and cost estimate based on local and state permitting agency comments.
- Owner Direct Purchase (ODP) Items: Itemize all potential owner direct purchase material savings.
- Products and Methods:
 Evaluated new synthetic turf
 manufacturer products for potential cost savings.
- Value Engineering throughout the Process with the County + CMAR:
- A Successful Quality Assurance + Quality Control Program is an On-Going Process.



TAB 3 EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



SIMILAR PROJECT EXPERIENCE

PALM BEACH COUNTY #19224 SPORTS TURF DESIGN VARIOUS COMMUNITY SPORTS PARKS

Client: Palm Beach County Capital Improvements Division Project Rep: Stuart Patterson, AIA, NCARB, Project

Manager Address: 2633 Vista Parkway, West Palm Beach,

FL 33411 Office: 561.233.0705 Email: <u>SPatterson1@pbcgov.org</u> Project Size: Multiple County Parks Project Budget: \$27,000,000

Estimated Completion Date: December 2023 - Under Design

Firm's Role: Prime Civil + Playing Field Design Consultant

Key Staff Members:

Ravi Devaguptapu, PE - Playing Field EOR

William J. (Bill) McBride - PM + Playing Field Lead Designer Kurt R. Crist, LA - Playing Field QA/QC Administrator

Scope of Work:

The firm was selected as the prime civil engineering design professionals responsible for converting fourteen (14) community sports parks containing up to a total of thirty-four (34) natural turf fields to thirty-four (34) synthetic turf playing field systems. The programming was design to convert all 34 fields to synthetic turf multi-use fields for football, soccer, lacrosse, youth soccer, and for mix use for ADA miracle league, adult, and little league baseball field usage.

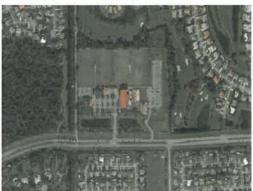
The firm is responsible for coordinating the playing field design documents with the County project manager, parks and recreational director, facility manager, and the CMAR upon selection during all phases of design, bidding, permitting, and construction administration until the project is completed and acceptance by Palm Beach County.

The firm is currently preparing all the permitting, bid and construction playing field layout and material plans, surface grading plans, subsurface drainage collection systems, stormwater calculations, playing field construction details, and the comprehensive set of project specifications in accordance with the most current CSI/NFHS/ASTM standards for the construction of synthetic turf athletic fields.

The firm is responsible for all playing field construction administration services based on the project contract documents, permits, project specifications, shop drawings, and will be providing on-site field inspections for each individual park.











SIMILAR PROJECT EXPERIENCE

HILLSBOROUGH COUNTY PLAYING FIELD CONVERSIONS PROJECT VARIOUS COMMUNITY SPORTS PARKS

Client: Hillsborough County Capital Programs Department Project Rep: Chris Postiglione, Capital Projects Manager Address: 601 E. Kennedy Blvd., Tampa, FL 33602

Office: 813.273.3769

Email: postiglionec@hillsboroughcounty.org

Project Size: Multiple County Parks

Project Budget: \$6,500,000

Completion Date: December 2022 Under Construction Firm's Responsibility: Playing Field Design Consultant

Key Staff Members:

Ravi Devaguptapu, PE - Playing Field EOR

William J. (Bill) McBride - PM + Playing Field Lead Designer Kurt R. Crist, LA - Playing Field QA/QC Administrator

Scope of Work:

The firm was selected as the design professionals responsible for converting five (5) community sports parks containing a total of eight (8) natural turf fields to eight (8) synthetic turf playing field systems. The programming was design to convert seven (7) fields to synthetic turf multi-use fields for football, adult soccer, lacrosse, youth soccer, and one (1) field for mix use for adult and league baseball field usage.

The firm was responsible for coordinating the playing field design documents with the prime, County project manager, and the CMAR during all phases of design, bidding, permitting, and construction administration until the project is completed and acceptance by Hillsborough County.

The firm prepared all the bid and construction playing field layout and material plans, subsurface drainage collection system calculations, playing field construction details, and a comprehensive set of project specification sections in accordance with the most current CSI/NFHS/ASTM standards for the construction of synthetic turf athletic fields.

The firm is responsible for all playing field construction administration services based on the project contract documents, permits, project specifications, shop drawings, and is providing on-site field inspections for each individual pay application to ensure that the percentage of constructed is consistent with the percentage of work completed and the quality of the workmanship is in accordance with Hillsborough County expectations.











SIMILAR PROJECT EXPERIENCE

JACKIE ROBINSON TRAINING COMPLEX PRACTICE BASEBALL FIELD PLAYING FIELD CONVERSION PROJECT

Client: Major League Baseball

Project Representative: Rachelle Madrigal, Director Address: 3901 26th Street, Vero Beach, FL 32960

Office: 772.257.8546

Email: Rachelle.Madrigal@mlb.com

Project Size: 3.25 Ac. Project Budget: \$1,600,000

Completion Date: June 2022 Completed on Schedule Firm's Responsibility: Playing Field Design Consultant

Key Staff Members:

Ravi Devaguptapu, PE - Playing Field EOR

William J. (Bill) McBride - PM + Playing Field Lead Designer

Kurt R. Crist, LA - Playing Field Landscape Architect

Scope of Work:

The firm was selected as the prime design professionals responsible for converting the natural turf field to a high-performance synthetic turf playing field system for this major league baseball practice field.

The firm was responsible for coordinating the playing field design documents with the MLB and the Contractor during all phases of design, bidding, permitting, and construction administration until the project was completed and acceptance by major league baseball.

The firm prepared all the bid and construction playing field layout and material plan, surface grading plan, subsurface drainage collection system, playing field irrigation system, playing field construction details, and a complete comprehensive set of project specification sections in accordance with MLB/ASTM standards for the construction of synthetic turf fields. The firm also obtained all the local and state permitting agencies permits having jurisdiction on this project as it related to stormwater management allowable discharge, water quality and domestic water distribution for playing field irrigation use.

The firm was responsible for all playing field construction administration services based on the project contract documents, permits, project specifications, and on-site field inspections to ensure that the project was constructed in accordance with major league baseball expectations and special standards.











SIMILAR PROJECT EXPERIENCE

FLORIDA MARLINS PARK - MLB STADIUM FIELD PLAYING FIELD CONVERSION PROJECT

Client: Miami Marlins Ball Club

Project Representative: Jeff King, Vice President, Facilities

Address: 501 Marlins Way, Miami, FL 33125

Office: 305.480.1610 Email: iking@marlins.com Project Size: 3.25 Ac.

Project Budget: \$1,800,000

Completion Date: February 2020 Completed on Schedule

Firm's Responsibility: Playing Field Design Consultant

Key Staff Members:

Ravi Devaguptapu, PE - Playing Field EOR

William J. (Bill) McBride - PM + Playing Field Lead Designer

Kurt R. Crist, LA - Playing Field Landscape Architect

Scope of Work:

The firm was selected as the prime design professionals responsible for converting the natural turf field to a highperformance synthetic turf playing field system for this major league baseball stadium field.

The firm was responsible for coordinating the playing field design documents with the team and CMAR during all permitting, and construction design, administration until the project was completed and acceptance by the team and approved by major league baseball.

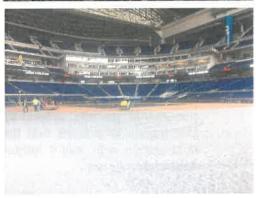
The firm prepared all the bid and construction playing field layout and material plan, surface grading plan, subsurface drainage collection system, playing field irrigation system, playing field construction details, and a complete comprehensive set of project specification sections in accordance with MLB/ASTM standards for the construction of synthetic turf fields. The firm also obtained all the local and state permitting agencies permits having jurisdiction on this project as it related to stormwater management allowable discharge, water quality and domestic water distribution for playing field irrigation use.

The firm was responsible for all playing field construction administration services based on the project contract documents, permits, project specifications, and on-site field inspections to ensure that the project was constructed in accordance with the team and major league baseball expectations and special standards.











SIMILAR PROJECT EXPERIENCE

VILLAGE OF WELLINGTON STADIUM TRACK + FIELD + SUPER PITCH FIELD PLAYING FIELD CONVERSION PROJECT

Client: Village of Wellington

Project Representative: Jonathan Reinsvold, PE Address: 12300 Forest Hill Blvd, Wellington, FL 33414

Office: 561.791.4052

Email: <u>ireinsvold@wellingtonfl.gov</u>

Project Size: 9.69 Ac. Project Budget: \$4,100,000

Completion Date: July 2021 Completed on Schedule Firm's Responsibility: Playing Field Design Consultant

Key Staff Members:

Ravi Devaguptapu, PE - Playing Field EOR

William J. (Bill) McBride - PM + Playing Field Lead Designer

Kurt R. Crist, LA - Playing Field Landscape Architect

Scope of Work:

The firm was selected as the design professionals responsible for converting the natural turf to a high-performance synthetic turf playing field system for this high school stadium field, running track and synthetic turf super pitch field that is currently the largest single synthetic multi-use field certified by FIFA.

The firm was responsible for coordinating the playing field designs with the prime, Village Engineer, and CMAR during all the phases of design, permitting, cost modeling, and construction administration until the project was completed and acceptance by the owner.

The firm prepared all the bid and construction playing field layout and material plans, surface grading plans, subsurface drainage collection systems, playing field irrigation systems, perimeter fencing, sports field lighting layout, fencing, protective padding systems, playing field construction details, and a complete comprehensive set of project specification sections in accordance with the NFHS/ASTM standards for the construction of synthetic turf fields. The firm also provided technical support for local and state permitting agencies having jurisdiction as it related to stormwater management and domestic water distribution.

The firm was responsible for all playing field construction administration services based on the project contract documents, permits, project specifications, and on-site field inspections to ensure that the project was constructed in accordance with the client expectations.











ORGANIZATIONAL CHART **ROLES + RESPONSIBILITIES**



BOARD OF COUNTY COMMISSIONERS



PRIME CONSULTANT

Florida Transportation Engineering, Inc. (FTE)

Project Management + Civil Engineering + Playing Field Design Land Surveying + Landscape Architecture + Bid Coordination + Construction Administration

Ravi Devaguptapu, P.E. Principle-In-Charge

Jeffrey Scott, PSM Land Surveyor

William J. McBride

Kurt Crist, RLA PM + Lead Designer Landscape Architect

SUBCONSULTANTS

Campo Engineering, Inc.

Stormwater Management Modeling + Permitting Lauren D. Campo, P.E.

Terracon Consultants, Inc.

Geotechnical Engineering Douglas S. Dunkelberger, P.E.





EDUCATION

Pennsylvania State University
Turf Consultant Certification
Program
University of Massachusetts
(Boston) Liberal Arts (L.A.)
Massasoit Community College
Business Law / Architectural
Design
GA LEED Training
(FDEP) Stormwater Inspector
(FDEP) Florida Green Industries

YEARS OF EXPERIENCE 32

MILITARY SERVICE

U.S. Army-Honorable Discharge NCO Academy 2nd in Class

PROFESSIONAL AFFILIATIONS

American Sports Builders
Association
Professional Member
American Planning Association
(APA) #283537
National Recreation and Park
Association Member No. 254369
Sports Turf Managers
Association
Member #1036
Sports Turf Association (STA)
Canada, Member #13-1056A
Sports Turf Managers National

WILLIAM J. MCBRIDE, SR - VICE PRESIDENT DIRECTOR OF SPORTS | PLAYING FIELD CONSULTANT BMCBRIDE @ FTEINC.NET

Bill is a highly nationally and internationally recognized figure in the athletic sports field industry with over 32 years of experience as a lead civil and landscape designer specializing in the design and construction administration of athletic complexes and various types of high-performance natural and synthetic turf athletic playing fields. He has been responsible for the design of over 300 playing fields nationally and internationally. This level of competence allows him to be an effective leader in preparing comprehensive construction documents, communication, and written specifications based on the various types of playing field performance expectations, budgets without jeopardizing player safety.

REPRESENTATIVE PROJECT EXPERIENCE:

Jackie Robinson Training Complex, Vero Beach, Florida Palm Beach County Parks, West Palm Beach, Florida Hillsborough County Parks, Hillsborough County, Florida Village of Wellington, West Palm Beach County, Florida Hillsborough Public Schools, Hillsborough County, Florida City of North Port Butler Park, Sarasota County, Florida North Collier Regional Park, Collier County, Florida Tradition Regional Sports Park, St. Lucie County, Florida Charlotte County Sports Complex, Charlotte County, Florida Miami Marlins Stadium (MLB) Synthetic Turf Field 2020 Roger Dean Stadium, West Palm Beach County, Florida Jacksonville Jaguars Training Facility, Clark County, Florida Tampa Bay Buccaneers Training Facility, Hillsborough County, Florida Warner University Stadium + Track, Polk County, Florida University of Florida, New Baseball Stadium-Natural + Synthetic Turf University of Florida, Pony Field Synthetic Turf Practice Field University of Miami, Miami-Dade County, Florida Alonzo High School, Hillsborough County, Florida Blake High School, Hillsborough County, Florida Bishop Verot High School, Lee County, Florida Cardinal Mooney Catholic High School, Sarasota County, Florida Gulliver Prep High School, Miami-Dade County, Florida Cushman School, Miami-Dade County, Florida Waterset Regional Park, Hillsborough County, Florida

Babcock Ranch Sports Complex, Lee County, Florida







EDUCATION

M.S., Civil, Arizona State Univ. 1994 B.S., Civil, JNTU India, 1991

YEARS OF EXPERIENCE 25

PROFESSIONAL REGISTRATION

Professional Engineer: FL (53150) Professional Engineer: AL (30803) Professional Engineer: AR (14201) Professional Engineer: AZ (59381) Professional Engineer: KS (22820) Professional Engineer: GA (034439) Professional Engineer: MO (000162) Professional Engineer: NC: (036979) Professional Engineer: TN (113596) Professional Engineer: SC (27710) Professional Engineer: TX (112339) Professional Engineer: WV (21006) Professional Engineer: RI (11571) PTOE (1112)

PROFESSIONAL ASSOCIATIONS

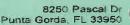
Florida Engineering Society and Peace River Engineering Society (Former Chapter President)

RAVI DEVAGUPTAPU, PE. PTOE PRINCIPAL | CIVIL ENGINEER | PLAYING FIELD CONSULTANT RAVI @ FTEINC.NET

Rayi has served as the Principal Engineer and President of FTE for numerous years having over 25 years of experience in the Civil Engineering, Planning and Project QA/ QC experience. He holds the following credentials: Registered Engineer in the State of Florida, Alabama, Arkansas, Arizona, Kansas, Georgia, Missouri, North Carolina, Tennessee, South Carolina, Texas, West Virginia, and Rhode Island. During his career, Ravi has been involved in numerous site civil engineering, playing field designs and master planning projects. He has managed and actively participated in numerous sports development design projects as the engineer of record. His project management duties included scope of services, man hour negotiations, scheduling, staff production resource allocation, quality control, quality assurance and coordination with public agencies.

REPRESENTATIVE PROJECT EXPERIENCE:

Jackie Robinson Training Complex, Vero Beach, Florida Palm Beach County Parks, West Palm Beach, Florida Hillsborough County Parks, Hillsborough County, Florida Village of Wellington, West Palm Beach County, Florida Hillsborough Public Schools, Hillsborough County, Florida City of North Port Butler Park, Sarasota County, Florida North Collier Regional Park, Collier County, Florida Tradition Regional Sports Park, St. Lucie County, Florida Charlotte County Sports Complex, Charlotte County, Florida Miami Marlins Stadium (MLB) Synthetic Turf Field 2020 Roger Dean Stadium, West Palm Beach County, Florida Jacksonville Jaguars Training Facility, Clark County, Florida Tampa Bay Buccaneers Training Facility, Hillsborough County, Florida Warner University Stadium + Track, Polk County, Florida University of Florida, New Baseball Stadium-Natural + Synthetic Turf University of Florida, Pony Field Synthetic Turf Practice Field University of Miami, Miami-Dade County, Florida Alonzo High School, Hillsborough County, Florida Blake High School, Hillsborough County, Florida Bishop Verot High School, Lee County, Florida Cardinal Mooney Catholic High School, Sarasota County, Florida Gulliver Prep High School, Miami-Dade County, Florida Cushman School, Miami-Dade County, Florida Waterset Regional Park, Hillsborough County, Florida









EDUCATION

B.A. Landscape Architecture, University of Florida, Gainesville, 1984 - 1988

A.A. Degree, Manatee Junior College, Bradenton, Florida, 1980 - 1984

YEARS OF EXPERIENCE

PROFESSIONAL REGISTRATION

Florida RLA: 0001444

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects – Member

National & Florida Audubon Society – Member

KURT R. CRIST, RLA - VICE PRESIDENT SENIOR LANDSCAPE ARCHITECT KURT @ FTEINC.NET

Kurt is a Florida registered Landscape Architect with over 30 years of experience working as the Landscape Architect for local Municipalities, Architects, Engineers, General Contractors, Developers and Owners. Kurt has a strong horticulture background having completed many type projects in Charlotte, Duval, Hillsborough, Sarasota, Indian River, Miami-Dade, Manatee, Polk, and Lee Counties. Kurt has been a key design team member on numerous athletic sports complexes for local parks and recreational facilities, High School, NCAA and professional Major League Baseball stadiums, Spring Training Facilities, and NFL practice training facilities.

REPRESENTATIVE PROJECT EXPERIENCE:

Jackie Robinson Training Complex, Vero Beach, Florida Palm Beach County Parks, West Palm Beach, Florida Hillsborough County Parks, Hillsborough County, Florida Village of Wellington, West Palm Beach County, Florida Hillsborough Public Schools, Hillsborough County, Florida City of North Port Butler Park, Sarasota County, Florida North Collier Regional Park, Collier County, Florida Tradition Regional Sports Park, St. Lucie County, Florida Charlotte County Sports Complex, Charlotte County, Florida Miami Marlins Stadium (MLB) Synthetic Turf Field 2020 Roger Dean Stadium, West Palm Beach County, Florida Jacksonville Jaguars Training Facility, Clark County, Florida Tampa Bay Buccaneers Training Facility, Hillsborough County, Florida Warner University Stadium + Track, Polk County, Florida University of Florida, New Baseball Stadium-Natural + Synthetic Turf University of Florida, Pony Field Synthetic Turf Practice Field University of Miami, Miami-Dade County, Florida Alonzo High School, Hillsborough County, Florida Blake High School, Hillsborough County, Florida Bishop Verot High School, Lee County, Florida Cardinal Mooney Catholic High School, Sarasota County, Florida Gulliver Prep High School, Miami-Dade County, Florida Cushman School, Miami-Dade County, Florida Waterset Regional Park, Hillsborough County, Florida Babcock Ranch Sports Complex, Lee County, Florida







EDUCATION High School Diploma, 1976

YEARS OF EXPERIENCE 46

PROFESSIONAL REGISTRATION State of Florida P.S.M.: 5793

PROFESSIONAL EXPERIENCE

MicroStation
Autocad
Geopak
Trimble Business Center
Leica Geostystems
Microsoft Office

PROFESSIONAL ASSOCIATIONS

Florida Association of Surveyors and Mappers

JEFFREY H. SCOTT, P.S.M. CHIEF LAND SURVEYOR JEFF @ FTEINC.NET

Jeffrey Scott is a licensed Professional Surveyor and Mapper in the State of Florida and has directed and coordinated field crews and office staff for both the private and public sectors projects. Prior to becoming a professional surveyor and mapper, he worked in the land surveying industry as office and field staff. Primarily working where the workload was heaviest, Jeffrey worked at this capacity for 20 years, after starting my land surveying career in high school as a co-op student in November of 1976. He has managed and maintained ongoing survey projects throughout the State of Florida, from Key West to Pensacola. Throughout his career, he has successfully worked with multi-disciplinary teams of professionals such as engineers, architects, environmental scientists, and attorneys.

REPRESENTATIVE EXPERIENCE:

FDOT District One Data Collection and Plans Preparation
FDOT District Two Data Collection and Plans Preparation
FDOT District Seven Data Collection and Plans Preparation
Data Collection and Plans Preparation for Boundary Surveys
Data Collection and Plans Preparation for Topographic Surveys
Plans Preparation for ALTA/NSPS Land Title Surveys
Residential and Commercial Subdivision Plat Preparations
Residential and Commercial Construction Stakeout

Douglas S. Dunkelberger, P.E.

Senior Geotechnical Engineer

PROFESSIONAL EXPERIENCE

Since receiving a Master's Degree in Civil Engineering (Soil Mechanics) in 1979, Doug has specialized in the practice of geotechnical engineering progressing from staff level to senior project management level responsibilities for studies pertaining to subsurface characterization, foundation design, slope stability, ground settlement/subsidence, embankment design, earthworks, pavement design, seepage/dewatering, and geosynthetics.

Doug provides 43 years of experience in the role of geotechnical engineer of record for public works related projects, planning and coordinating the field exploration efforts and the laboratory soils testing programs. His knowledge of local subsurface conditions has been formed through 40 years of engineering practice in Florida.

His significant experience with stadium (playing field) projects began in the mid 1980's with Tradition Field (NY Mets Spring Training Complex) in Port St. Lucie. Doug was the geotechnical engineer of record for foundations, earthwork, and sub-field drainage for the new facility. He acted in a similar role for Roger Dean Stadium (Cardinals/Marlins) in the mid 1990's working with HOK Sports (now Populous) and FTE Sports. An important aspect of that project was cost-effective remediation of a shallow soil condition to improve drainage performance of the practice fields.

Doug has served as an adjunct professor at Florida Atlantic University (FAU) teaching a graduate course in foundation engineering. He has also taught for 25 years a soil mechanics review course for FES members taking the professional engineer's exam. A court-qualified geotechnical expert, he has provided testimony on behalf of his clients in the areas of ground vibrations, earthworks, seepage, and structure settlement.



EDUCATION

B.S., Civil Engineering, University of Florida (UF), 1977

M.S., Geotechnical Engineering, UF, 1979

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer, Florida #33317 (1983)

AFFILIATIONS

Florida Engineering Society (FES)

National Society of Professional Engineers (NSPE)

American Society of Civil Engineers

Faculty-Adjunct Professor "Foundation Engineering," Graduate Course – Florida Atlantic University

SPORTS PROJECT EXPERIENCE

Doug has sports facility expertise that includes both natural (grassed) and synthetic playing fields involving drainage/percolation analyses for underdrains, native soil improvement (undercutting/replacing), and blanket fill composition. Relevant projects include:

USF Football Center - Tampa, FL

Principal-in-Charge for geotechnical engineering for the indoor practice facility with 100-yard turf field, 12,000- square foot strength and conditioning center, 10,000-square foot football locker room, team auditorium with tiered seating, sports medicine and rehabilitation facility and nutrition center.

Tampa Preparatory School Field Improvements – Tampa, FL

Authorized Project Reviewer (APR) for the addition of a new underdrain system for the playing field which uses exfiltration trenches for subsurface discharge of collected surface water infiltration.



CAMPO ENGINEERING, INC.

COMPANY PROFILE

Campo Engineering, Inc. (CEI) is a civil engineering firm located in the City of Tampa (Hillsborough County). We are committed to providing our Clients with quality engineering and construction administration services using a proven management style focused on schedule, quality and budget. Our firm has established a presence in the area as we enter our 17th year of operations by providing many years of combined land planning, engineering, permitting and construction experience on a variety of project types. Specifically, in Hillsborough and Pasco Counties we have worked on projects including, but not limited to, Public Schools, Private Schools, Libraries, Fire Stations, Roadway Improvement Projects, Parks, Stormwater Improvement Projects, Athletic Recreation Facilities, Churches and a wide range of residential and commercial projects.

The principals of the firm bring to the table extensive permitting experience and a unique relationship with the Southwest Florida Water Management District since we were previous District employees. In addition, our staff has been designing and permitting public and private sector projects in the greater Tampa Bay for the last 30 years, which has strengthened our permitting experience with numerous permitting agencies, including Hillsborough County, Pasco County, City of Tampa, Environmental Protection Commission, Florida Department of Environmental Protection, US Army Corp of Engineers and the Florida Department of Transportation.

Specific related project experience includes the following:

Hillsborough County Real Estate & Facilities Services – Continuing Services (since 2014)
Hillsborough County Public Schools - Civil Engineering Continuing Services Contract (since 2014)

Hillsborough County Tournament Sports Complex (1)

Hillsborough County Waterset Sports Complex

Hillsborough County Sumner High School (2)

Hillsborough County Belmont Elementary School

Hillsborough County Hillsborough High School Football Field Improvements (3)

Hillsborough County Steinbrenner High School Football Field Improvements

Hillsborough County Wharton High School Football Field Improvements

Hillsborough County Dorothy C. York Innovation Academy

Hillsborough County PK8 South Tampa Manhattan

Hillsborough County Dorothy Thomas K12 Exceptional Center

Hillsborough County Carrollwood Community Park Phases 1, 2 and 3

Hillsborough County All Peoples Park Master Planning, Playground and Splashpad

Hillsborough County African American Arts & Cultural Center Due Diligence

Hillsborough County Branchton Park

Hillsborough County Cross Creek Park

Hillsborough County Northdale Park Splashpad

Hillsborough County Apollo Beach Rec Center Splashpad

Hillsborough County Apollo Beach Park Parking Lot

Hillsborough County Mango Park Playground

Hillsborough County Keystone Park Master Plan and Civic Center

Hillsborough County Nuccio Park Improvements

Hillsborough County Seffner Mango Park Improvements

Hillsborough County Rocky Creek Trailhead

Hillsborough County Northwest Dog Park

Hillsborough County Saladino Dog Park

Hillsborough County New Tampa Cultural Arts Facility

Hillsborough County Veterans' Memorial Park Resource Center

Hillsborough County Cockroach Bay Elapp Office

Hillsborough County Church Park Head Start, Playground and Dog Park

Hillsborough County La Paloma Headstart

Hillsborough County C. Blythe Andrews Jr. Library

Hillsborough County Riverview Library

Hillsborough County Brandon Library Master Planning

Hillsborough County University Area Partnership Library DCP







TAB 4 IS THE FIRM A "POLK COUNTY ENTITY"



Is the Firm a "Polk County Entity"?

Florida Transportation Engineering, Inc (FTE) has a local office in Polk County at 4175 S. Pipkin Rd, Suite 208, Lakeland, Florida 33811. (only 7 months)

TAB 5 IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"

Florida Transportation Engineering Inc

287 and 295.187, Florida Statutes, for a period from: Is certified under the provisions of

06/01/2021

to 06/01/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services



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

TAB 6 INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF



PROJECT TEAM MEMBERS

Florida Transportation Engineering, Inc. (FTE) utilizes a highly diversified group of in-house experienced professionals in each of the necessary disciplines in a collaborated effort to formulate working solutions, unique athletic facility design concepts, and identifying site and permitting restraints. This collaborative approach with over 30 years of high-level experience, specializing in the development of high-performance natural and synthetic turf playing fields has resulted in the most comprehensive "site-specific" playing field documents and written specifications utilized as the final bid and contract documents.

FTE has completed more than 300 various types of athletic playing field projects in the State of Florida, including the playing field design and permitting for Warner University's new synthetic turf stadium field and perimeter running track located in Polk County and throughout the United States, Europe, South America, and Asia. FTE professional services included full preparation of construction contract documents, project-specific written specifications, local, state, and federal permitting, Site ADA compliance, bid assistance, and full construction administration services.

FTE principle-in-charge of design and engineer of record is Ravi Devaguptapu, P.E. he will be the primary contact during the initial contract negotiations with the County and oversee all aspects of data collection, playing field design, water distribution service, wastewater collection service, and local and state permitting coordination. FTE land surveyor of record is Jeffrey H. Scott, P.S.M. he will be responsible for all land surveying services for this project. William J. (Bill) McBride will be assigned as the project manager, lead civil, playing field designer, and permitting coordination. He has over 30 years of local and national sports facility civil engineering, master planning, playing field design, permitting, sports lighting coordination with Musco lighting systems and concession/restroom buildings, and construction administration experience. He will be the day-to-day contact for the County project manager to ensure that the production and construction schedule is being monitored and documented. Kurt R. Chris, LA will be responsible for QA/QC reviews and technical support as it relates to the irrigation system for possible irrigation water use credits.

FTE fully understands the true value of 'teaming partners' knowledge, experience, and the significant benefit they bring during the data collection, site investigation, design, QA/QC ongoing process, and permitting phases. We are confident that we have selected the right team members to complete these projects on time and within budget.

Campo Engineering, Inc. (CEI): Lauren D. Campo, P.E. bring extensive permitting experience and a unique relationship with the Southwest Florida Water Management District since she was a previous District employee. She has 30 years of extensive experience, which has strengthened her permitting experience with numerous permitting agencies, including the Environmental Protection Commission, the Florida Department of Environmental Protection, and the US Army Corp of Engineers.

Terracon: Douglas S. Dunkelberger, P.E. will be professionally responsible for all the necessary subsurface field soil exploration borings, geotechnical engineering reports, and establishing the critical fluctuation of the seasonal high groundwater table elevation at each playing field and establishing the existing soil "K" valve rates needed to design and permit with the Southwest Florida Water Management District.

TAB 7 TIMELY COMPLETION OF PROJECTS



TIMELY COMPLETION OF PROJECTS

1. Current Workload Projects

Listed below are the current project names, role, percentage of work completed, and estimated date of project completion:

Project Name	Role	% of Design Work Completed	% of CA Services Completed	Est. Date of Completion
Palm Beach County Parks - Phase 1	Prime Civil	60%	0%	12/15/2023
Hillsborough County Parks	Playing Field(s)	100%	30%	12/30/2022
Roger Dean Stadium Renovations	Prime Civil	60%	0%	4/15/2023
Bishop Verot High School	Playing Field	90%	N/A	11/18/2022
Tradition Regional Sports Park	Playing Field(s)	60%	0%	2/24/2023
Babcock Ranch Community Sports Park	Playing Field(s)	60%	0%	3/24/2023
Waterset Regional Sports Park	Playing Field(s)	100%	60%	6/30/2023
Gulliver Prep. High School	Playing Field	100%	60%	3/24/2023
Dutchess County Stadium Field	Playing Field	100%	0%	4/3/2023

2. Future Projected Workload

Listed below are the future projected projects that have been awarded but are still pending contract negotiations. Schedule to commence with design services in the 2023 fiscal year.

Project Name (Pending Contracts)	Role	% of Design Work Completed	% of CA Services Completed	Est. Date of Completion
Hester Community Sports Park	Playing Field	0%	0%	(*)
MLB Championship Hall Building	Prime Civil	0%	0%	(*)
UCF Football Campus	Playing Field	0%	0%	(*)
Palm Beach County Parks - Phase 2	Prime Civil	0%	0%	(*)

3. Firm's Daily Ability to Success

FTE's practice is dedicated to planning, civil engineering, landscape architecture, and playing field design for athletics, wellness & recreation facilities. The firm has over 30 years of experience and all the qualified professionals that specialize in athletic sports facilities and sports field design. FTE was founded based on our passion for harnessing the energy of athletics and fitness to create user experiences that establish the highest standards as it relates to playing field system performance. We understand that planning and design can profoundly impact the relationship between people and the facilities where they train, compete, and relax. Athletics and recreation activities present an opportunity to foster the spirit and camaraderie that develop memories, connections, and community.

FTE will work cooperatively with all design team members to guide the County to an exceptional outcome that achieves their aspirations. In the end, the sense of community created around sports can bring us all together to celebrate the spirit of community. As designers, it is our responsibility to approach every design problem to align all project constraints to make each project a positive contribution to the built environment.

TAB 8 SURVEYS OF PAST PERFORMANCE

Survey Questionnaire - Polk County RFP 22-599, Simmers Young Park Artificial Turf Conversion Project

_	tuart Patterson, AIA, NCARB (Name of Person completing s	* *	
Palm	Beach County Capital Improvements (Name of Client Company/Cons	sultant	
Phone	Number: 561.233.0705 Email: SPatterson@pbcgov.c	org	
Total /	Annual Budget of Entity \$27,000,000.00		
Subje	ct: Past Performance Survey of Similar work:		
Projec	t name: Palm Beach County 19224-Sports Field Turf Design		
Name	of Consultant being surveyed:		
Florida	a Transportation Engineering, Inc. (FTE)		
Cost	f Services: Original Cost: \$1,500,000.00 Ending Cost: \$	1,500,000	.00
	act Start Date: May 2021 Contract End Date: Decem		
	each of the criteria on a scale of 1 to 10, with 10 representing that		
	ied (and would hire the Consultant /individual again) and 1 repres		
	very unsatisfied (and would never hire the Consultant /individual		
	of the criteria to the best of your knowledge. If you do not have su		
	edge of past performance in a particular area, leave it blank.	HOIVIL	
KIIOW	euge of past performance in a particular area, leave it blank.		
NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	В
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	8
10	Overall Client satisfaction and comfort level in hiring	(1-10)	9
11	Ability to offer solid recommendations	(1-10)	9
12	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9
Printe			Y
	d Name of Evaluator Stuart Patterson		
Signa	d Name of Evaluator Stuart Patterson		
-			

Survey Questionnaire - Polk County RFP 22-599, Simmers Young Park Artificial Turf Conversion Project

To:	Chris Postiglione	(Name of Pe	rson completing surv	ey)	
Hills	borough County Capital Pro	ograms (Name of Clie	ent Company/Consul	tant	
Phor	ne Number: 813.299.2884	Email:	postiglionec@hillsborou	ughcounty.org	
Tota	Annual Budget of Entity _\$	6,500,000.00			
Subj	ect: Past Performance Surv	ey of Similar work:			
Proje	ect name: Hillsborough Co	ounty Playing Field	Conversions Projec	et	
Nam	e of Consultant being surve	eyed:			
Flori	da Transportation Engineer	ing, Inc. (FTE)	·		
Cost	of Services: Original Cost:	\$67,900.00	Ending Cost:	\$67,900.00	
Cont	ract Start Date: May 2020	Con	tract End Date: <u>Dec</u>	ember 2022	
satis were each	each of the criteria on a sified (and would hire the Gevery unsatisfied (and wond) of the criteria to the bestwledge of past performance	Consultant /individu ould never hire the C t of your knowledge	al again) and 1 repr Consultant /individua . If you do not have	esenting th al again). Pl	at you
NO		CRITERIA		UNIT	SCORE

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	Overall Client satisfaction and comfort level in hiring	(1-10)	10
11	Ability to offer solid recommendations	(1-10)	10
12	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator:	Chris	Postiglione	2
Signature of Evaluator:	Zhon	SE	09/27/2022
Please fax or email the com	pleted s	urvey to:	omcbride@fteinc.net

Survey Questionnaire – Polk County RFP 22-599, Simmers Young Park Artificial Turf Conversion Project

To: <u>R</u>	achelle Madrigal	(Name of Person comple	eting survey)	
Major	League Baseball	(Name of Client Compan	y/Consultant	
Phone	Number: _772.257.8546	Email: rachelle.madriga	l@mlb.com	
Total A	Annual Budget of Entity <u>\$1,600,000.00</u>)		
Subjec Projec	ct: Past Performance Survey of Similar t name: Jackie Robinson Training (work: Complex		
Name	of Consultant being surveyed: la Transportation Engineering, Inc. (FT			
Cost o	of Services: Original Cost: \$40,000.00	Ending Cost:	\$40,000.00)
<u> </u>	act Start Date: November 2021	0	lune 2022	
Rate e satisfi were v	each of the criteria on a scale of 1 to ied (and would hire the Consultant /i very unsatisfied (and would never hi	10, with 10 representing ndividual again) and 1 rere the Consultant /indivi	that you were epresenting th dual again). P	at you
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /i very unsatisfied (and would never hi of the criteria to the best of your kno ledge of past performance in a partic	10, with 10 representing ndividual again) and 1 rere the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the dual again). P ave sufficient	at you lease rate
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /i very unsatisfied (and would never hi of the criteria to the best of your kno ledge of past performance in a partic CRITERI	10, with 10 representing ndividual again) and 1 rere the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient .	at you lease rate
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never hip of the criteria to the best of your knowledge of past performance in a partice CRITERI Ability to manage cost	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient. UNIT	lease rate SCORE
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /i very unsatisfied (and would never hi of the criteria to the best of your kno ledge of past performance in a partic CRITERI	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the dual again). Prove sufficient. UNIT (1-10) (1-10)	at you lease rate
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never hip of the criteria to the best of your knowledge of past performance in a partice CRITERI Ability to manage cost	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient. UNIT (1-10) (1-10)	lease rate SCORE
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never his of the criteria to the best of your knowledge of past performance in a particle. CRITERI Ability to manage cost Ability to maintain project schedule (compared)	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the dual again). Prove sufficient. UNIT (1-10) (1-10)	SCORE
Rate e satisfi were v each e knowl	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never him of the criteria to the best of your knowledge of past performance in a particular control c	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient. UNIT (1-10) (1-10)	SCORE
Rate e satisfi were veach e knowl NO 1 2 3 4	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never him of the criteria to the best of your knowledge of past performance in a partice CRITERI Ability to manage cost Ability to maintain project schedule (compared to the criteria to the best of your knowledge of past performance in a partice CRITERI Ability to manage cost Ability to maintain project schedule (compared to the criteria of the criteria	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient UNIT (1-10) (1-10) (1-10)	SCORE
Rate e satisfi were veach e knowler NO 1 2 3 4 5	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never him of the criteria to the best of your knowledge of past performance in a particle. CRITERI Ability to manage cost Ability to maintain project schedule (comparticle) Quality of workmanship Professionalism and ability to manage Close out process	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient UNIT (1-10) (1-10) (1-10) (1-10)	SCORE ID ID ID ID ID ID ID I
Rate estatisfication were weach of knowless NO 1 2 3 4 5 6	each of the criteria on a scale of 1 to ied (and would hire the Consultant /ivery unsatisfied (and would never him of the criteria to the best of your knowledge of past performance in a particle. CRITERI Ability to maintain project schedule (compart of workmanship) Professionalism and ability to manage Close out process Ability to communicate with Client's staff	10, with 10 representing ndividual again) and 1 re re the Consultant /indiviouledge. If you do not hacular area, leave it blank.	y that you were epresenting the idual again). Prove sufficient. UNIT (1-10) (1-10) (1-10) (1-10) (1-10) (1-10)	SCORE ID ID ID ID ID ID ID ID

Printed Name of Evaluator Rachelle Madrigal Signature of Evaluator: ____(Please fax or email the completed survey to: _bmcbride@fteinc.net

Ability to facilitate consensus and commitment to the plan of action among

Overall Client satisfaction and comfort level in hiring

Ability to offer solid recommendations

10

11

12

10

10

10

10

(1-10)

(1-10)

(1-10)

Survey Questionnaire - Polk County RFP 22-599, Simmers Young Park Artificial Turf Conversion Project

To:	Jeff King ((Name of Person completing s	urvey)	
Miam	i Marlins Ball Club (Name of Client Company/Cor	sultant	
Phone	Number: <u>305.480.1610</u>	Email: jking@marlins.com		_
Total /	Annual Budget of Entity \$1,800,000.00			
Subje	ct: Past Performance Survey of Similar w	/ork:		
Projec	t name: Marlins Park Stadium - MLB			
Name	of Consultant being surveyed:			
Florida	Transportation Engineering, Inc. (FTE)			
Cost	of Services: Original Cost: \$75,000.00	Ending Cost: _\$	75,000.0	0
Contra	act Start Date: November 2019	_ Contract End Date: Februa	ry 2020	
	of the criteria to the best of your know edge of past performance in a particu	-	UNIT	SCORE
1	Ability to manage cost		(1-10)	
2	Ability to manage cost Ability to maintain project schedule (comple	An on Alma I and A	` ′	10
		ee on-time/eany)	(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	Overall Client satisfaction and comfort level	in hiring	(1-10)	10
11	Ability to offer solid recommendations		(1-10)	10
12	Ability to facilitate consensus and commitme staff	ent to the plan of action among	(1-10)	10
rinted	Name of Evaluator Veff King			
Signat	ure of Evaluator:	1		
Please	fax or email the completed survey to: _t	omcbride@fteinc.net		

Survey Questionnaire – Polk County RFP 22-599, Simmers Young Park Artificial Turf Conversion Project

To: Jonathan Reinsvold	(Name of Person completing survey)
Village of Wellington	_(Name of Client Company/Consultant
Phone Number: 913.981.3125	Email: jreinsvold@wellingtonfl.gov
Total Annual Budget of Entity <u>\$4,100,000.00</u>	<u>)</u>
Subject: Past Performance Survey of Similar	work:
Project name: Village of Wellington	= 15
Name of Consultant being surveyed:	
Florida Transportation Engineering, Inc. (FTE	E)
Cost of Services: Original Cost: \$200,000.00	Ending Cost: \$200,000.00
Contract Start Date: February 2020	Contract End Date: July 2021

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

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

Printed Name of Evaluator	Jonathan Reinsvold
Signature of Evaluator:	(/A(/Q
Please fax or email the com	pleted survey to: bmcbride@fteinc.net

TAB 9 FORMS

Affidavit Certification Immigration Laws

SOLICITATION NO.: <u>RFP 22-599</u>, <u>Engineering Services for Simmers Young Park Artificial Turf</u> Conversion 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 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: Florida Transportation Engineering, Inc. (FTE)
Signature: William J. McBride, Sr
Title: Vice President
Date: September 23, 2022
State of: Florida
County of: Charlotte
The foregoing instrument was acknowledged before me by means of X physical presence or
online notarization, this 23 day of September, 2022, by William J. McBride (name)
as <u>Vice President</u> (title of officer) of <u>FTE</u> (entity name), on behalf of the
company, who ☒ is personally known to me or ☐ has produced
as identification.
Notary Public Signature: Siva Jyothi Kamarajuga da a
Printed Name of Notary Public: Siva Jyothi Kamarajugadda
Notary Commission Number and Expiration: HH112692/ Jul 26, 2025
(AFFIX NOTARY SEAL) SIVA JYOTHI KAMARAJUGADDA Notary Public - State of Florida Commission # HH 112692 My Comm. Expires Jul 26, 2025

Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	Florida Transportation Engineering, Inc.	Thor leave this line blank.										
	2 Business name/disregarded entity name, if different from above											
ن	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to											
n page	following seven boxes.					CE	certain entities, not individuals; see instructions on page 3):					
e. nso	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/4 single-member LLC				tato	Exempt payee code (if any)						
typ	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶											
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the own another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owne				owner of the LLC is gle-member LLC that			Exemption from FATCA reporting code (if any)				
ecif	☐ Other (see instructions) ▶					(Ap	plies to	accour	nts mi	aintained	outside	the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)								
See	4175 S. Pipkin Rd. Suite 208 6 City, state, and ZIP code											
	Lakeland, FL 33811											
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)											
	your TIN in the appropriate box. The TIN provided must match the nam			Soc	ial se	curi	ty nu	mber	_	_	_	
	p withholding. For individuals, this is generally your social security num nt alien, sole proprietor, or disregarded entity, see the instructions for F		or a				_			_		
entitie TIN, la	s, it is your employer identification number (EIN). If you do not have a nater	umber, see How to get					L		┙			
	If the account is in more than one name, see the instructions for line 1.	Also see What Name a		or Em	ploye	r ide	ntific	ation	nu	mber		
	er To Give the Requester for guidelines on whose number to enter.	1100 000 111111111111111111111111111111	i i	T								
				6	5	-	0	1 8	;	3 9	2	4
Part	Certification											
	penalties of perjury, I certify that:											
2. I am Sen	number shown on this form is my correct taxpayer identification numb n not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b)	I have n	ot b	een	notif	ied t	y the	e Int	ternal		
	n a U.S. citizen or other U.S. person (defined below); and											
	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	g is corre	ect.								
you ha acquis	cation instructions. You must cross out item 2 above if you have been no we failed to report all interest and dividends on your tax return. For real est ition or abandonment of secured property, cancellation of debt, contribution that interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 ons to an individual retire	does not ement an	t app	oly. F emer	or m	ortg IA), a	age ii ind g	nter ene	est pa rally, p	id, baym	ents
Sign	Signature of											
Here	U.S. person ►		Date ► ⁽)1-18	-2022							
	neral Instructions	 Form 1099-DIV (div funds) 	vidends,	incl	uding	g the	se f	rom s	stoc	ks or	muti	ual
noted.		 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 										
related	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 										
		• Form 1099-S (proc										
	pose of Form	• Form 1099-K (merc										•
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer ication number (TIN) which may be your social security number	Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)										
(SSN),	individual taxpayer identification number (ITIN), adoption	• Form 1099-C (canceled debt)										
(EIN),	rer identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other not reportable on an information return. Examples of information	 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. 										
return	s include, but are not limited to, the following.	If you do not return Form W-9 to the requester with a TIN, you might										
Forn	n 1099-INT (interest earned or paid)	be subject to backup	withhol	aıng	7. Se	e VVI	nat is	bac	Kup	with	noldi	ng,

later.

September 14, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ADDENDUM #1

RFP 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

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: Clarification - Mandatory Pre-Bid information

Currently states:

A MANDATORY pre-proposal meeting will be held Thursday, September 15, 2022, 11:00 a.m. at the County Administration Building, 330 W. Church St., Bartow, FL 33830 -1st Floor, Procurement Office. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference call, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A mandatory site visit will follow if determined necessary during this meeting. The park is open to the public and all consultant firms are welcome to visit the site during normal park hours (Monday through Friday 5:00am to 10:00pm) during this proposal.

Change in its entirety to:

A MANDATORY pre-proposal meeting will be held Thursday, September 15, 2022, 11:00 a.m. at the County Administration Building, 330 W. Church St., Bartow, FL 33830 -1st Floor, Procurement Office. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference call, No.# 1(646) 558-8656, Meeting ID# 871 8281 8489, Passcode: 436152 as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A NON-MANDATORY site visit will follow. The park is open to the public and all consultant firms are welcome to visit the site during normal park hours (Monday through Friday 5:00am to 10:00pm) during this proposal. Please call Danielle Rose, Procurement Analyst, at (863) 534-7593 for assistance.

Danielle Rose

Sr. Procurement Analyst

Procurement Division

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

Signature: William J. McBrids, Sr.

Printed Name: William McBride, Sr.

Title: Vice President

Company: FTE, Inc.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ADDENDUM #2

RFP 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

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

Contained within this addendum: Questions & Answers

Danielle Rose

Sr. Procurement Analyst

Procurement Division

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

Signature: We	lliam J. McBride,	5
Printed Name:	William McBride, Sr.	
Title: Vice Pre		
Company: FTE	Ξ, Inc.	

RFP 22-599, ENGINEERING SERVICES FOR SIMMERS YOUNG PARK ARTIFICIAL TURF CONVERSION PROJECT

ADDENDUM #2

- Question 1: Will the preproposal sign-in sheet be made available to all attendees?
- Answer 1: Yes, the sign-in sheet will be posted to the County's website under the referenced RFP.
- Question 2: Does the County have a list of Women/Minority Business Enterprises (W/MBE) in reference to Tab 5.
- Yes, vendors may utilize the following link to the Supplier Directory on the County website/ Procurement: https://apps.polk-county.net/vendordirectory/. Select W/MBE search, filter as needed, then select the submit button at the bottom of the page. Next, vendors will need to check the Disclaimer box and select the "I Accept" button for a list to populate.
- Question 3: Can Polk County staff or other County entities be utilized to fill out the survey? If yes, what is proper protocol in reaching out to these points of contact, without violating the Cone of Influence restrictions around the RFP
- Answer 3: Yes, as long as they're not on the selection committee for this project. In which the individual you send the survey will be aware.
- Question 4: Can you please clarify what limited construction testing services will be needed for this project in reference to the Scope of Services. Also, will the engineering firm be responsible for the testing services or a third party?
- Answer 4: The design firm will be responsible for determining if and what testing services will be required for this project and provide the testing services as needed during the construction phase.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ADDENDUM #3

RFP 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

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

Contained within this addendum: Questions & Answers

Danielle Rose

Sr. Procurement Analyst

Procurement Division

Company: FTE, Inc.

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

Signature: Wa	lliam J. McBride,	Sr
Printed Name:	William McBride, Sr	
Title: Vice Pre	sident	

RFP 22-599, ENGINEERING SERVICES FOR SIMMERS YOUNG PARK ARTIFICIAL TURF CONVERSION PROJECT

ADDENDUM #3

- Question 1: For Tab 4 Is the Firm a "Polk County Entity": For scenario where the Proposer is not a Polk County Entity but utilizes sub-consultants who Polk County Entities are. If the same sub-consultant can provide more than one service, will the Selection Committee give more than one point to the sub-consultant for each service provided? For example, if the same sub-consultant provides surveying services, geotechnical services, and testing services; would this count as three (3) points?
- **Answer 1:** No, points will be allotted per Polk County Entity not per service.
- Question 2: For Tab 5 Is the Firm a "Certified Woman or Minority Business Enterprise": For scenario where the Proposer is not a W/MBE but utilizes sub-consultants who are W/MBE. If the same sub-consultant can provide more than one service, will the Selection Committee give more than one point to the sub-consultant for each service provided? For example, if the same sub-consultant provides surveying services, geotechnical services, and testing services; would this count as three (3) points?
- Answer2: No, points will be allotted per W/MBE identified not per service.
- Question 3: Where should we place the required forms and addendum confirmation forms, maybe add another tab for FORMS?
- Answer 3: Yes, another tab maybe added behind Tab 8 for all other additional forms and submittal pages.

September 26, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ADDENDUM # 4 BID # 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

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

Contained within this addendum: Revision of Important Bid Dates/Deadlines

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is **Wednesday, October 5, 2022**, prior to 2:00 p.m.

Danielle Rose Procurement Analyst Procurement Division

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

Signature:	William Q. McBrids, Sr
Printed Name:	William J. McBride, Sr.
Title:	Vice President
Company:	FTE Inc.

October 3, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ADDENDUM # 5 RFP # 22-599, Engineering Services for Simmers Young Park Artificial Turf Conversion Project

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

Contained within this addendum: Revision of Important Dates/Deadlines

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is **Wednesday, October 12, 2022**, prior to 2:00 p.m.

Danielle Rose Procurement Analyst Procurement Division

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

William Q. McBrids, Sr
William J. McBride, Sr.
Vice President
FTE, Inc.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submitted
Company Name: Florida Transportation Engineering, Inc.
DBA/Fictitious Name (if applicable):FTE, Inc.
TIN #: _65-0183924
Address: 4175 South Pipkin Rd, Suite 208
City: Lakeland
State: Florida
Zip Code:33811
County: Polk
Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.
Contact Person:William "Bill" McBride, Sr
Phone Number: 800.639.4851 ext. 121
Cell Phone Number: 941.961.7560
Email Address: bmcbride@fteinc.net
Type of Organization (select one type)
□ Sole Proprietorship
□ Partnership
□ Non-Profit
□ Sub Chapter
Joint Venture
M Corporation
LLCLLP
□ Publicly Traded
□ Employee Owned
State of Incorporation:Florida

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



OFFICE LOCATIONS



EXHIBIT Aiii

RFP 22-599 - ENGINEERING SERVICES FOR SIMMERS YOUNG PARK

SCOPE OF WORK - DATED 2-3-2023

Professional Consulting services include the design, permitting, and construction administration services for all 12 playing fields. Phase one construction will be for the 5 northern playing fields. Construction of Phase Two will be determined when funding is available for the replacement of the seven additional existing grass athletic fields. The design and permitting services shall consist of 12 playing fields; ADA accessible, two pre-cast concession/restroom structures (to be designed by others); design and permitting for the proposed domestic water, and wastewater collection services to the proposed concession/restroom structures. The consultant will coordinate all electrical requirements for the proposed concession/restroom structures and sports field lighting with the local electrical company based on the electrical power demand provided by the County. This scope of work is limited to the park managed by Polk County Parks and Recreation Division located at Simmers Young Park, 339 American Spirit Road, Winter Haven, Florida 33880

Plans are subject to reuse under F.S. 287.055(10).

The CONSULTANT shall provide the County with professional design services for the project. The anticipated work may include, but is not limited to:

- 1. Design Services providing professional engineering, topographic surveying, geotechnical services, and permitting and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required scope of work.
- 2. Permitting Services securing all permits necessary to construct the project and design support for site plan approval.
- 3. Construction Administration Services review of submittals, construction observation and inspections, and site visits.
- 4. Lump Sum Contract This proposal provides detailed descriptions for each task with a sub-total fee per deliverable. Listed below is the summary of the cost per deliverable. (**Exhibit C**). The COUNTY has requested that a 15% design contingency be included in the proposal that can only be utilized by obtaining prior written authorization from the County Project Manager.

It is also assumed in this Scope that the COUNTY will be responsible for contracting directly with the sports field lighting manufacturer and pre-cast concession/restroom structure manufacturer.

TASK 1.00 MEETINGS, SITE ANALYSIS, AND PROGRAMMING

- 1.01 Polk County / CMAR Management Meetings: The CONSULTANT shall meet with the COUNTY project manager and staff to review their mutual goals and objectives for these projects, establish the communications process, and review the progress of the design documents, cost estimates, and permitting schedules. These COUNTY meetings will be ongoing during the programming, design, and permitting phases. Meetings will be scheduled at the convenience of the COUNTY project manager and are expected to be held on a biweekly basis during the schematic and design development design phases. Meetings shall be held monthly during the construction design document phase. Telephone conference calls or video conferences may be substituted in lieu of physical in-place meeting attendance.
- 1.02 Park Site Analysis: The CONSULTANT shall conduct a field meeting at the park site to inventory and analyze the existing topographic survey, surface, and subsurface drainage

conveyance system, and the playing field irrigation system. The CONSULTANT shall provide a written report and supporting graphics necessary to identify all system components that will be impacted by this conversion to synthetic turf. This task assumes the COUNTY operations and maintenance staff will be present during this field meeting. The analysis of the telephone, cable TV, and internet service providers is excluded and shall be coordinated by the COUNTY. The CONSULTANT shall provide a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1) geo-reference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets that will be transmitted to the COUNTY project manager for review and comment. (If applicable)

- 1.03 Planning and Zoning Pre-Application Meetings: The CONSULTANT shall schedule and attend all the necessary pre-application meetings with the local and COUNTY planning and zoning departments to assist in determining any site-specific public hearings and or special development order permitting requirements. The CONSULTANT shall provide the COUNTY with a detailed list of all the necessary required public hearings, site-specific development permits, permit deadline submission dates, permitting fees, permitting jurisdictional agency names, and contact information.
- 1.04 Water Management District Public Records Research: The CONSULTANT shall conduct a review of all public records as it relates to the Southwest Florida Water Management District (SWFWMD) for the park site to review all the available original stormwater calculations, permit design documents, and any past site-specific permit letters of modification. The CONSULTANT shall provide a written report to the COUNTY on the park site limitations or restrictions as it relates to the existing stormwater conveyance systems.
- 1.05 County Engineering Department Meetings: The CONSULTANT shall schedule and attend three meetings with the COUNTY engineering department to review the 30%, 60%, and 90% design plans and refine the plans based on comments received during these meetings and any additional comments obtained during the permitting review process.
- 1.06 Department of Environmental Protection Meetings: The CONSULTANT shall schedule and attend one meeting with the FDEP/Health Department to review the schematic design plans and refine the plans based on comments received during the initial meeting and any additional comments obtained during the permitting review process.
- 1.07 Local Utility Company Meetings: The CONSULTANT shall schedule and attend all the necessary meetings with the local utility providers for the existing park domestic water, wastewater collection systems, and electrical power service to obtain all the existing as-built information. The CONSULTANT shall attempt to obtain all the existing park-related as-built information from the local utility companies to be incorporated into the playing field renovation design documents. The CONSULTANT shall provide the name of the utility company name and the utility company engineer's contact information.
- 1.08 Building Department Meetings: The CONSULTANT shall schedule and attend a meeting with the local or COUNTY building officials to review any of the project's architectural/engineering building elements or site-related demolition or proposed improvements. The purpose of these meetings is to obtain a list of any protentional building department permit requirements as it relates to this park site.
- 1.09 Pre-Application Meeting SWFWMD: The CONSULTANT shall schedule and attend a meeting with the SWFWMD to obtain district staff's comments as it relates to the proposed stormwater management systems requirements including the discussion on the construction phasing and permit closeout for each phase for the proposed site and playing field conversion projects.

Notes, Assumptions & Exclusions:

1. This scope of work shall exclude any formal public presentations, hearings, and or additional meetings not specifically listed in the above scope of work.

TASK 2.00 GEOTECHNICAL EXPLORATION & LAND SURVEYING

- 2.01 Geotechnical Engineering Exploration: The CONSULTANT shall conduct four (4) soil boring test locations within each playing field area to assist with the design of the subsurface drainage collection system. All Standard Penetration Test (SPT) Borings will be approximately ten feet below grade. Within the boring, penetration resistance testing will be performed in general accordance with the requirements of ASTM D-1586. The CONSULTANT shall conduct one (1) percolation test on each playing field. Upon completion of the field exploration, laboratory testing and visual classifications will be performed on selected samples. The results of all drilling, percolation test, and laboratory testing will be evaluated by a geotechnical engineer. A Geotechnical Engineering Report will be issued that contains the exploration data, a discussion of the site, subsurface conditions, groundwater levels, and recommendations if muck is encountered at the site. A signed and sealed copy of the final Geotechnical Engineering Reports for each park site will be transmitted to the COUNTY project manager.
- 2.02 Land Surveying: The CONSULTANT shall provide a limited topographic survey for the approximate total of 50.0 acres of the proposed development areas. The CONSULTANT shall provide a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1) georeference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets that will be transmitted to the COUNTY project manager for review and comment.
- 2.03 Boundary Survey: The CONSULTANT shall provide a boundary survey based on the legal description and title work provided by the COUNTY. The CONSULTANT shall provide a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1) geo-reference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets that will be transmitted to the COUNTY project manager for review and comment.

TASK 3.00 SCHEMATIC DESIGN (30%)

- 3.01 Pre-Application Summary Narrative: The CONSULTANT shall prepare a written narrative based on all pre-application meetings with the local and COUNTY departments, SFWMD, and local utility authorities. This summary narrative shall be used to develop the design development plans.
- 3.02 <u>Schematic Design Plans & Documents</u>: Based on information gathered in the meetings, the site analysis, and program analysis tasks, the CONSULTANT shall prepare the Schematic Design Documents and shall include:
 - Cover Sheet
 - Master Site Geometry Plan: Identify diagrammatically the horizontal location of the playing fields and additional site improvements.
 - Playing Field Layout & Material Plan
 - Playing Field Surface Grading Plan
 - Playing Field Subsurface Drainage Collection System Plan
 - Synthetic Turf Typical Construction Detail Sheet
 - Synthetic Turf Color Playing Field Layout and Marking Plan

The Schematic Design Documents shall delineate the extent of work included in each of the construction phases. The project will have two phases and all plans and permits will be delineated accordingly in accordance with their phasing designation.

The CONSULTANT shall prepare the Schematic Design Plans, and details for the projects along with a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1) georeference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets that will be transmitted to the COUNTY project manager for review and comment.

3.03 Opinion of Probable Cost Estimate: The CMAR will provide the cost estimates along with constructability reviews, value engineering, budget estimates, and GMP proposals as part of their pre-con services. The CONSULTANT scope includes the review of these submittals and provides recommendations to the COUNTRY.

Notes, Assumptions & Exclusions:

1. It is also assumed in this scope of work that all COUNTY park site(s) meet the current COUNTY and local jurisdictional fire protection, landscape buffering, and internal landscape ordinance requirements.

TASK 4.00 DESIGN DEVELOPMENT (60%)

4.01 Design Development Plans & Documents: Based on the approval of the schematic plans and pre-application meetings comments, the CONSULTANT shall refine the Design Development documents to reflect and describe the extent and character of the proposed improvements.

The Design Development Plans shall consist of the following refined plans, but not be limited to:

- Cover Sheet
- Master Site Geometry Plan: Identify diagrammatically the horizontal location of the playing fields and additional site improvements.
- Site Demolition Plan
- Playing Field Layout & Material Plan
- Playing Field Surface Grading Plan
- Playing Field Subsurface Drainage Collection System Plan
- Synthetic Turf Typical Construction Detail Sheet
- Synthetic Turf Color Playing Field Layout and Marking Plan
- Erosion & Sediment Control Plan
- Erosion & Sediment Control Detail Sheet
- Utility Company Details
- Design Development Written Specifications
- Site Topographic Survey Information
- Site Geotechnical Information
- Boundary Survey (if approved by the COUNTY)

The Design Development Documents shall delineate the extent of the work.

The CONSULTANT shall prepare Design Development Plans, and details, for the projects along with a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1) georeference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets that will be transmitted to the COUNTY project manager for review.

4.02 Stormwater Management Permitting: The CONSULTANT shall assist the COUNTY in preparing and submitting all the necessary stormwater permit applications and supporting information to the SWFWMD, COUNTY engineering department, and local stormwater agencies having jurisdiction on this project. It is assumed that the scope of services shall be limited to a modification to an existing ERP permit. The CONSULTANT shall anticipate no less than two Requests for Additional Information from each permitting agency. The scope of services includes all the additional work necessary to assist the COUNTY in obtaining the approved ERP construction permit from the SWFWMD, COUNTY engineering department, and local stormwater agencies having jurisdiction over this project. Less and except the following conditions.

Notes, Assumptions & Exclusions:

- 1. The County will pay all permit applications and permit fees. Payment will be limited to the actual cost of the fees.
- 2. Excludes any overall existing parks drainage basin and/or floodplain compensations studies.
- 3. Excludes any U.S. Army Corps of Engineers (USACE) permitting.
- 4.03 Playing Field Drainage Report: The CONSULTANT shall establish each sub-basin storage square footage (Acreage) and pre-post time of concentration (T/C) in determining the limits of surface and subsurface contributing to the proposed sub-surface drainage collection system proposed. The CONSULTANT will be responsible for proper pipe sizing and providing a single discharge point for the playing field(s). Unless it is deemed necessary to provide a subsurface exfiltration trench collection system. The CONSULTANT shall be responsible for calculating the necessary size of the trench required.
 - 1. The CONSULTANT shall prepare drainage hydrology calculations and modeling using local historical rainfall intensity based on the SWFWMD and or the Florida Department of Transportation. The modeling will evaluate the 24 hours/25, 50, and 100-year storm event or State or local requirements in determining the perforated perimeter and slotted lateral pipe sizing for the playing field. Playing field pipe sizing shall be calculated based on the Rational Method in determining pipe sizing, correct inlet sizing, lateral spacing layout, invert elevations, connections to the discharge point, structures, etc.
- 4.04 Site Development Order Permitting: The CONSULTANT shall prepare and submit all the necessary Development Order applications to the COUNTY planning department and local planning & zoning department if required. The application packages shall include but are not limited to, design development plans (included in the previous task), a topographic survey (included in the previous task), and application documents. The CONSULTANT shall anticipate no less than one Request for Additional Information (RAI) from COUNTY or local planning & zoning departments and shall respond to comments provided within this RAI. The COUNTY will pay all permit applications and permit fees. Payment will be limited to the actual cost of the fees.
- 4.05 FDEP Water + Wastewater Permitting: The CONSULTANT shall prepare and submit all the necessary design documents to the local utility and state permitting agencies for approval. The application packages shall include but are not limited to, design development plans (included in the previous task), a topographic survey (included in the previous task), and all permit application documents. The CONSULTANT shall anticipate no less than one Request for Additional Information (RAI) from COUNTY or local planning & zoning departments and shall respond to comments provided within this RAI. The COUNTY will pay all permit applications and permit fees. Payment will be limited to the actual cost of the fees.

- 4.06 Technical Written Specifications (60%): The CONSULTANT shall prepare the playing field(s) technical written specifications consistent with the CSI standards. The specifications shall provide the full scope of services required by the CMAR and identify specific materials; labor, quality control, and quality control measures necessary to ensure that the playing field construction meets the COUNTY performance expectations. The synthetic turf specifications shall be per the approved manufacturers selected by the COUNTY.
- 4.07 <u>Site Demolition Plan</u>: The CONSULTANT shall prepare a site demolition plan for the playing field improvement areas only. The site demolition plan shall denote all existing underground utilities based on public records. The CONSULTANT shall denote on the plans the type of underground utilities, the approximate location of underground utilities, the name of the utility company, and the phone number.
- <u>4.08</u> Opinion of Probable Cost Estimate: The CMAR will provide the cost estimates along with constructability reviews, value engineering, budget estimates, and GMP proposals as part of their pre-con services. The CONSULTANT scope includes the review of these submittals and provides recommendations to the COUNTRY.

TASK 5.00 BID DOCUMENTS (90%)

<u>5.01</u> BID Plans & Documents (90%): The CONSULTANT shall refine and prepare the Bid Documents for this COUNTY park site based on all permitting conditions for all site improvements including the master site geometry plans, site demolition plans, playing field layout & material plans, playing field surface grading plans, playing field subsurface drainage collection system plans, synthetic turf typical construction detail sheets, synthetic turf color playing field layout and marking plans, erosion & sediment control plans, erosion & sediment control detail sheets, written specifications, site survey information, site geotechnical information, and engineering systems, if applicable.

The BID Plans shall consist of the following refined plans, but not be limited to:

- Cover Sheet
- Master Site Geometry Plan: Identify diagrammatically the horizontal location of the playing fields and additional site improvements.
- Site Demolition Plan
- Playing Field Layout & Material Plan
- Playing Field Surface Grading Plan
- Playing Field Subsurface Drainage Collection System Plan
- Synthetic Turf Typical Construction Detail Sheet
- Synthetic Turf Color Playing Field Layout and Marking Plan
- Erosion & Sediment Control Plan
- Erosion & Sediment Control Detail Sheet
- Utility Company Details
- 90% Written Specifications
- Site Topographic Survey Information
- Site Geotechnical Information
- Boundary Survey (if approved by the COUNTY)

The 90% Bid Plans and Documents shall delineate the extent of work.

The CONSULTANT shall prepare Bid Plans Documents, and construction details for the projects along with a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1)

- geo-reference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets that will be transmitted to the COUNTY project manager for review and comment.
- 5.02 Opinion of Probable Cost Estimate: The CMAR will provide the cost estimates along with constructability reviews, value engineering, budget estimates, and GMP proposals as part of their pre-con services. The CONSULTANT scope should include a review of these submittals and providing recommendations to the COUNTY.

TASK 6.00 BIDDING AND CONSTRUCTION DOCUMENTS (100%)

6.01 Final Bid / Construction Documents (100%): The CONSULTANT shall upon approval of all local and State permits prepare the final bidding and Construction Contract Documents incorporating the COUNTY comments and permitting conditions based on the approved 100% Construction Documents, setting forth in detail, the requirements, and limits of construction. The CONSULTANT shall submit a minimum of three (3) hard copies and one (1) electronic copy for all reports. A minimum of three (3) 24"x36" hard copies, one (1) 11"x17" hard copy, and one (1) geo-reference CADD and ESRI compatible GIS shapefiles or layers electronic copy for all plan sets will be transmitted to the COUNTY project manager for review and comment.

The BID Plans shall consist of the following refined plans, but not be limited to:

- Cover Sheet
- Master Site Geometry Plan: Identify diagrammatically the horizontal location of the playing fields and additional site improvements.
- Site Demolition Plan
- Playing Field Layout & Material Plan
- Playing Field Surface Grading Plan
- Playing Field Subsurface Drainage Collection System Plan
- Synthetic Turf Typical Construction Detail Sheet
- Synthetic Turf Color Playing Field Layout and Marking Plan
- Erosion & Sediment Control Plan
- Erosion & Sediment Control Detail Sheet
- Utility Company Details
- 100% Written Specifications
- Site Topographic Survey Information
- Site Geotechnical Information

The 90% Bid Plans and Documents shall delineate the extent of work.

The CONSULTANT shall provide a copy of the Final Bidding and Contract Documents (drawings) in AutoCAD electronic file format. Final bidding and contract documents shall include the following:

- 1. Final Construction Contract Documents.
- 2. Copies of all permits obtained.
- 3. Special provisions and other appropriate contract documents for incorporating permitting agency requirements.
- 4. Complete technical specifications, less and except the COUNTY supplementary general contract conditions.

TASK 7.00 ADVISORY SERVICES DURING BIDDING

- 7.01 Pre-Bid Conference: The CONSULTANT shall assist the COUNTY and attend a pre-bid meeting conducted by the COUNTY and Construction Manager at Risk (CMAR).
- 7.02 <u>Clarifications and Addendums</u>: The CONSULTANT shall provide clarifications of the drawings and specifications during the bidding process, as necessary. Prepare all the necessary COUNTY-approved addendums to the documents if required.

TASK 8.00 CONSTRUCTION CONTRACT ADMINISTRATIVE SUPPORT SERVICES

- <u>8.01</u> <u>Pre-Construction Conference</u>: The CONSULTANT shall assist the COUNTY and attend a pre-construction conference.
- 8.02 Construction Progress Meetings and Site Visits: The CONSULTANT shall attend Construction Progress meetings held monthly during the construction period. Included in the progress meeting shall be a tour of the site to evaluate the work in progress associated with the construction activity. The CONSULTANT shall prepare a written observation report of its findings and submit each report via e-mail to the COUNTY project manager.
 - a. <u>Site Visits</u>: In addition to the monthly progress meetings, the CONSULTANT shall make all the necessary field mandatory site visits to provide site confirmation that the playing field subgrade, concrete header curb, subsurface drainage collection system, gravel drainage blanket, finished topping stone planarity is in conformance with the approved contract documents. The CONSULTANT shall schedule and conduct these critical site visits after receiving all the necessary As-Built surveys from the Construction Manager at Risk (CMAR). The purpose of these critical field visits is to provide written documentation and guard the COUNTY against blatant defects and deficiencies in the workmanship or any delays by the Construction Manager at Risk (CMAR) or its subcontractors. The CONSULTANT shall work directly with the COUNTY inspection staff during construction.

Written reports or emails shall be submitted to the COUNTY, as necessary, after each site visit which shall occur on an as-needed basis depending on the level of construction activity during the construction period. All reports shall be submitted via e-mail to the COUNTY project manager in PDF form.

The CONSULTANT shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work and shall not be responsible for the Construction Manager at Risk (CMAR) failure to conduct the work in accordance with the contract documents.

- 8.03 Shop Drawings Reviews / County Change Orders: The CONSULTANT shall review and take appropriate action on shop drawings, requests for substitutions, and COUNTY-directed change orders supplied by the Construction Manager at Risk (CMAR) or the COUNTY, only for conformance with the design concept of the project and with the information and requirements outlined in the contract documents. This task also includes CONTRACTOR Pay Application reviews and approvals, CONTRACTOR Change Order reviews and approvals, Contractor Allowance Authorization Requests reviews and approvals (if applicable), and maintaining a project Request for Additional Information (RAI) log.
- 8.04 G-Max/HIC Field Testing: The CONSULTANT shall review all the necessary on-site playing field synthetic turf surface tests in accordance with the most current ASTM and per the project specifications for playing field safety. The Construction Manager at Risk (CMAR) shall provide the COUNTY project manager a copy in PDF format for each playing field G-Max/HIC (shock attenuation) test results for review and documentation. No field will be

- issued final substantial compliance until such a time as the test results demonstrate the field(s) are safe for play based on its highest level of athletic programming usage.
- 8.05 Verification of Construction: The CONSULTANT shall provide written verification confirming all grades, elevations, and inverts for the compacted subgrade, subsurface drainage collection system, gravel drainage layer, finished topping stone planarity, and final synthetic turf surface grading necessary to make a certification to the COUNTY, SWFWMD and any other permitting agencies based upon survey record drawings provided by the Construction Manager at Risk (CMAR) registered surveyor.
- 8.06 Inspection with COUNTY: The CONSULTANT shall conduct inspections with the COUNTY staff for initial substantial completion of the project and issue recommendations in writing to the COUNTY regarding the acceptability of the substantially completed facility and prepare a list of items (punch list) for correction or completion.
- 8.07 Final Inspection with COUNTY: The CONSULTANT shall conduct two inspections per playing field with the COUNTY. The playing field inspection is a two-step process. The first inspection is to establish a punch list of items that need to be corrected by the Construction Manager at Risk (CMAR). Upon completion of the initial punch lists items have been completed. The CONSULTANT shall conduct a final inspection with the COUNTY to verify that the "punch list" items are satisfactorily completed, and if appropriate, issue a certificate of completion, which recommends the final release of payment. This acceptance shall be considered substantial completion.

TASK 9.00 AS-BUILT DRAWINGS

9.01 <u>As-Built Drawings</u>: The CONSULTANT shall receive and review (but not certify) for completeness as-built information from the Construction Manager at Risk (CMAR). Once complete, the CONTRACTOR shall provide these as-built drawings in PDF and AutoCAD format to the CONSULTANT and the COUNTY. The CONSULTANT shall utilize as-builts provided by the CONTRACTOR to produce record drawings for certification to regulatory agencies as required by permits.

TASK 10.00 PROJECT CLOSEOUT

<u>10.01</u> <u>Project Closeout</u>: Upon project completion, the CONSULTANT shall provide final certifications to regulatory agencies as required by all site permits.

END OF EXHIBIT Aiii

EXHIBIT Aiii

RFP 22-599 - ENGINEERING SERVICES FOR SIMMERS YOUNG PARK

SUMMARY OF FEES – DATE 2-3-2023

MEETINGS, SIT	E ANALYSIS, + PROGRAMMING DELIVERABLE	
Task No. 1.01	Polk County / CMAR Management Meetings	\$2,019.19
Task No. 1.02	Park Site Analysis	\$14,172.28
	SUB-TOTAL	\$16,191.47
GEOTECHNICA	L EXPLORATION + LAND SURVEYING DELIVERABLE	
Task No. 2.01	Geotechnical Engineering Exploration	\$51,304.56
Task No. 2.02	Topographic Surveying	\$92,074.16
	SUB-TOTAL	\$143,378.72
SCHEMATIC DE	ESIGN (30%) DELIVERABLE	
Task No. 1.01	Polk County / CMAR Management Meetings	\$2,019.19
Task No. 1.05	County Engineering Department Meetings	\$2,696.37
Task No. 3.01	Pre-Application Summary Narrative SWFWMD	\$16,664.56
Task No. 3.02	Schematic Design Plans & Documents	\$25,130.40
Task No. 3.03	Opinion of Probable Cost Estimate	\$2,940.00
	SUB-TOTAL	\$49,450.52
COUNTY + UTI	LITY MEETINGS	
Task No. 1.03	Planning and Zoning Pre-Application Meetings	\$1,730.73
Task No. 1.04	Water Management District Public Records Research	\$9,824.56
Task No. 1.07	Local Utility Company Meetings	\$2,884.56
	SUB-TOTAL	\$14,439.85
DESIGN DEVEL	OPMENT (60%) DELIVERABLE	
Task No. 1.01	Polk County / CMAR Management Meetings	\$2,019.19
Task No. 1.05	County Engineering Department Meetings	\$2,696.37
Task No. 4.01	Design Development Plans & Documents	\$41,858.00
Task No. 4.03	Playing Field Drainage Report	\$19,900.00
Task No. 4.06	60% Technical Written Specifications	\$5,460.00
Task No. 4.07	Site Demolition Plan	\$9,452.16
Task No. 4.08	Opinion of Probable Cost Estimate	\$2,940.00
	SUB-TOTAL	\$84,325.72
ADDITIONAL P	ROJECT MEETINGS	
Task No. 1.01	Polk County / CMAR Management Meetings	\$2,019.19
Task No. 1.03	Planning and Zoning Pre-Application Meetings	\$1,730.73
Task No. 1.06	Department of Environmental Protection Meetings	\$1,442.28
Task No. 1.07	Local Utility Company Meetings	\$2,884.56
Task No. 1.08	Building Department Meetings	\$2,884.56
Task No. 1.09	Pre-Application Meeting SWFWMD	\$10,180.00
	SUB-TOTAL	\$21,141.32
PERMITTING D		
Task No. 4.02	Stormwater Management Permitting	\$25,360.00
Task No. 4.04	Site Development Order Permitting	\$11,229.12
Task No. 4.05	FDEP Water + Wastewater Permitting	\$15,394.47
	SUB-TOTAL	\$51,983.59
	TS (90%) DELIVERABLE	
Task No. 1.01 Polk County / CMAR Management Meetings		\$2,019.19
Task No. 1.05 County Engineering Department Meetings		\$2,696.37

Task No. 5.01	BID Plans & Documents	\$29,301.16
Task No. 4.06	90% Technical Written Specifications	\$2,730.00
Task No. 5.02	Opinion of Probable Cost Estimate	\$2,940.00
	SUB-TOTAL	\$39,686.72
CONSTRUCTIO	N DOCUMENTS (100%) DELIVERABLE	
Task No. 1.01	Polk County / CMAR Management Meetings	\$2,019.19
Task No. 6.01	Final Bid / Construction Documents (100%)	\$20,393.56
Task No. 4.06	Final Technical Written Specifications	\$2,730.00
	SUB-TOTAL	\$25,142.75
ADVISORY SER	VICES DURING BIDDING – PHASE ONE ONLY	
Task No. 7.01	Pre-Bid Conference	\$1,442.28
Task No. 7.02	Clarifications and Addendums	\$6,490.00
	SUB-TOTAL	\$7,932.28
CONSTRUCTION	N CONTRACT ADMINISTRATIVE SUPPORT SERVICES - PH	HASE ONE ONLY
Task No. 8.01	Pre-Construction Conference	\$2,162.28
Task No. 8.02	Construction Progress Meetings and Site Visits	\$9,223.20
Task No. 8.03	Shop Drawings Reviews / County Change Orders	\$11,700.00
Task No. 8.04	G-Max/HIC Field Testing	\$5,305.20
Task No. 8.05	Verification of Construction	\$2,940.00
Task No. 8.06	Inspection with COUNTY	\$3,920.64
Task No. 8.07	Final Inspection with COUNTY	\$3,865.20
	SUB-TOTAL	\$39,116.52
AS-BUILT DRAY	WINGS DELIVERABLE-PHASE ONE ONLY	
Task No. 9.01	As-Built Drawings	\$5,192.16
	SUB-TOTAL	\$5,192.16
PROJECT CLOSI	EOUT- PHASE ONE ONLY	
Task No. 10.01	Project Closeout	\$7,260.00
	SUB-TOTAL	\$7,260.00
MISCELLANEOU	US	
	Direct Expenses	\$5,335.12
	SUB-TOTAL	\$5,335.12
	SUB-TOTAL	\$510,576.74
Task No. 2.03	Boundary Survey (Additional Scope of Work Item)	\$38,824.32
1 4011 110. 2.00	TOTAL CONTRACT FEE	\$549.401.06
COUNTY 15% CO	ONTINGENCY FEE – PHASE ONE ONLY	\$82,410.16
TOTAL CONSULTANT FEE PLUS COUNTY 15% CONTINGENCY FEE		\$631,811.22

END OF SUMMARY OF FEES

EXHIBIT B - Fee Schedule

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE***

For Project No. RFP 22-599 – Engineering Services for Simmers Young Park – Polk County

FLORIDA TRANSPORTATION ENGINEERING, INC.

(1) Classification or Project Position (Function to be Performed)	Raw Rate	Multiplier	(2) Billing Rate
(2 dilettori to 50 1 errorined)			
Principal	\$96.15	3.00	\$288.45
Project Manager	\$57.69	3.00	\$173.07
Project Engineer	\$62.50	3.00	\$187.50
Project Landscape Architect	\$45.00	3.00	\$135.00
Project Designer	\$60.00	3.00	\$180.00
Surveyor (PSM)	\$52.88	3.00	\$158.64
Survey Crew (3 Man)	\$66.83	3.00	\$200.49
AutoCAD Designer/Technician	\$38.46	3.00	\$115.38
Construction Representative	\$40.86	3.00	\$122.58

MULTIPLIER CALCULATIONS:

DIRECT LABOR	1.00
OVERHEAD / FRINGE BENEFITS	<u>1.98</u>
SUBTOTAL	2.98
MARKUP @ 10%	0.29
TOTAL T	

TOTAL 3.27 CAPPED AT 3.00

Fran McAskill Director Procurement Division



330 West Church Street P.O. Box 9005, Drawer AS05 Bartow, Florida 33831-9005 Phone: (863) 534-6757 Fax: (863) 534-6789 www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost A. Regular Copying Single Side 8 ½ x 11 (black & white) \$ 0.15/page 8 ½ x 11 (color) \$ 0.30/page 8 ½ x 14 (black & white) \$ 0.15/page 8 ½ x 14 (color) \$ 0.30/page 11 x 17 (black & white) \$ 0.25/page 11 x 17 (color) \$ 0.40/page 11 x 17 (color) \$ 0.40/page 11 x 22 Single Side Only \$ 2.00/page 13 x 24 Single Side Only \$ 2.00/page 14 x 36 Single Side Only \$ 3.00/page 24 x 36 Single Side Only \$ 5.00/page 30 x 30 Single Side Only \$ 5.00/page 32 x 34 Single Side Only \$ 5.00/page Other sizes-per square inch \$ 0.03/page Compact Digital Disk \$ 6.00/disk B. Blueprint Copy	Double Sided \$ 0.25/sheet \$ 0.40/sheet \$ 0.25/sheet \$.0.40/sheet \$ 0.35/sheet \$ 0.50/sheet
2.	Subcontractor Services	Actual Costs
3.	Special Consultants	Actual costs
4.	Computer Services	Non-reimbursable
5.	Travel Expenses In accordance with and further defined in the Polk Cour	Chapter 112.061, F.S.; hty Employee Handbook.
6.	Postage, Fed Express, UPS	Actual Costs
7.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs