

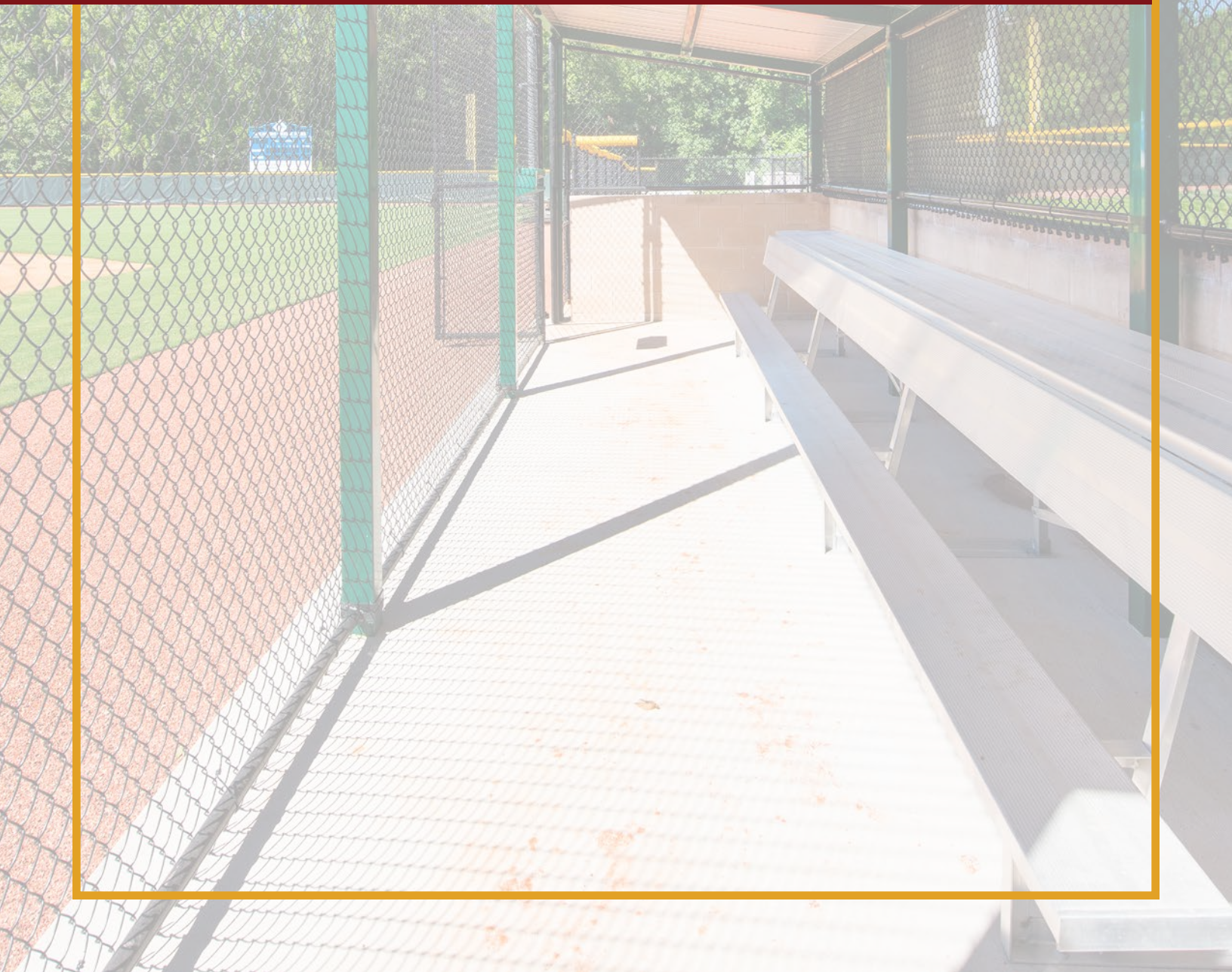
REQUEST FOR PROPOSAL
6.99 ACRE
SOFTBALL COMPLEX
RFP NO. 22-04



Wharton-Smith, Inc.
CONSTRUCTION GROUP



TAB 1: INTRODUCTION





TAB 1: INTRODUCTION

April 19, 2022

City of Haines City
Attn: City Clerk
620 East Main Street
Haines City, Florida 33844

RE: RFP No. 22-04 - 6.99 Acre Softball Complex

Dear Selection Committee Members:

Wharton-Smith is excited about the opportunity to partner with the City of Haines City as a general contractor for the 6.99 Acre Softball Complex project. Our team is committed to delivering a successful, high quality project that serves as a positive impact for the City of Haines City and the residents who will use it. We have assembled a team of highly experienced project team members who have an excellent track record completing complex sports and recreation facilities for many municipalities and owners throughout Florida.

Our team brings the following **key advantages** to the 6.99 Acre Softball Complex project:



Public Sector Experience—Over 90% of our work is performed for clients in the public sector, including work for over 80 counties, towns, and cities in the state of Florida. Public sector projects require a great sense of financial responsibility and transparency. We not only acknowledge this mindset; we embrace it. All of our proposed project team members have extensive experience working on public sector parks and recreation and sports complex projects. ***Our team has the credentials and knowledge to collaborate with one another and with City officials throughout the project to ensure a quality project that is completed on time and within budget.***



Parks and Recreation/Sports Complex Expertise—Wharton-Smith brings a strong depth of experience with parks and recreation and sports complex projects of all sizes throughout the southeastern United States. These projects cover all aspects of your project scope including softball fields, restroom and concessions buildings, field fencing, paved parking lots, site furnishings, and landscaping and irrigation. Rest assured our team will deliver a project that meets the needs of the community and exceeds the expectation of the City. ***Our team's experience ensures the construction process is seamless and enjoyable for all.***



Emphasis on Communication—With multiple stakeholders and end users involved with this project, constant and clear communication between all parties will be essential to ensure a successful delivery of this project. ***Wharton-Smith's Project Manager Steven Gregory will be the City's single point of contact*** and will be directly responsible for all phases of the project. We will implement communication guidelines to ensure the City has the most current information available to make sound decisions.

The Wharton-Smith team is excited about the opportunity to demonstrate our exceptional construction abilities to you and the surrounding communities, as well as building a lasting, quality relationship with the City of Haines City. We appreciate the opportunity to submit our proposal and look forward to serving as your contracting team.

Sincerely,

Thomas D. Iarossi

VP—Commercial

Wharton-Smith, Inc.
4912 W. La Salle Street
Tampa, FL, 33607



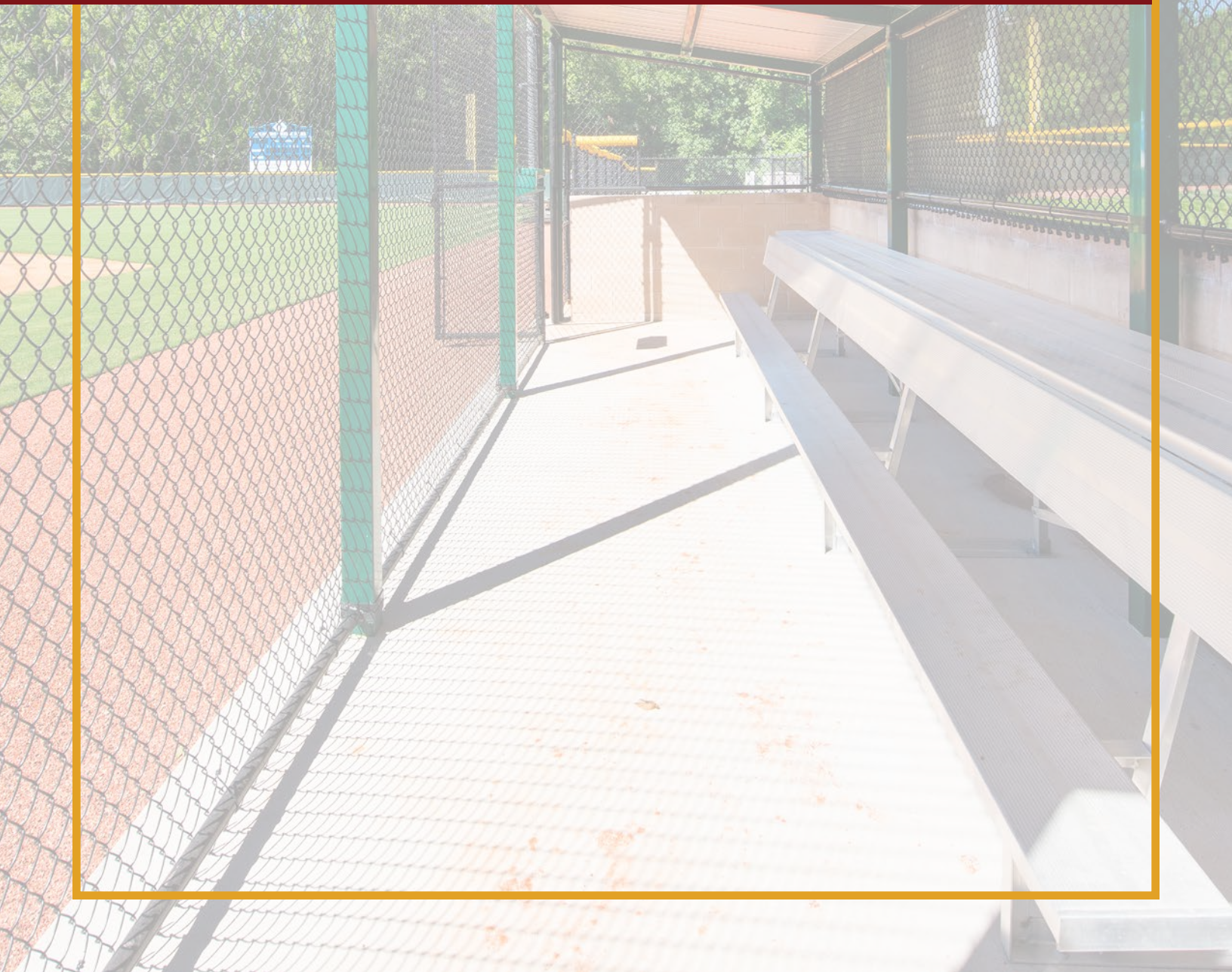


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TAB 2: FIRM INFORMATION





TAB 2: FIRM INFORMATION

ABOUT WHARTON-SMITH

OFFICE LOCATION:

Wharton-Smith
4912 W. La Salle Street
Tampa, FL 33607
P: 813.288.0068

All work for the City of Haines City 6.99 Acre Softball complex project will be performed out of our Tampa office.

KEY CONTACT:

Jeff Horton
Project Executive
P: (813) 288-0068
C: (813) 918-3483
jhorton@whartonsmith.com

SERVICES OFFERED:

General Contracting
Construction Management
Preconstruction
Design-Build
Sustainable Construction
Self Performance

HIGHLIGHTS:

- Founded in 1984
- Eleven regional offices throughout Florida, the Gulf Coast, and the Carolinas
- 700+ Construction Professionals
- ENR Top 400 Contractor
- Top 25 General Contractors (ABC, 2022)



Wharton-Smith, Inc. is a privately held corporation founded in 1984 in Central Florida by George Smith and Bill Wharton, who envisioned growing a company that would encompass strong work ethics and have a positive impact within the communities that we serve. An **ENR Top 400 Contractor** with a strong financial backing, Wharton-Smith continues to uphold those founding ideals under the leadership of Ron Davoli, CEO. As a result, the firm has built a strong reputation throughout Florida, the Southeast U.S., and the Caribbean.

With focus on building communities, we specialize in constructing educational facilities, **sports facilities, parks**, community centers, public safety complexes, religious facilities, water/wastewater plants, and entertainment/hospitality projects—everything a community needs to thrive.

With over 135 craftsmen firm-wide, we have one of the most experienced and qualified teams in the southeast. We also have the ability to self-perform, which is often advantageous in allowing more control of the schedule and sequencing of work to be performed, particularly in the recent labor shortages in the market.

Headquartered in Sanford, Florida, Wharton-Smith currently operates six regional offices in Florida—Tampa, North Port, Fort Myers, Jupiter, Merritt Island, and Pensacola—along with offices in Gulfport (MS), Baton Rouge (LA), Charlotte (NC), and Houston (TX). We employ a **qualified team of over 700 construction professionals** comprised of construction managers, project estimators, superintendents, engineers, craftsman, and other various construction specialists.

At Wharton-Smith, strong core values are just as important as business acumen and operations skills. Wharton-Smith was built upon a clear set of core values that hold true today—honesty, integrity, trust, fairness and quality. These values are instilled in the people we hire and the projects we build, allowing us to make a positive difference in the lives of our clients, our employees, and those in the communities where we live and work. Improving the quality of life wherever we do business is part of our heritage and culture, and is an indispensable part of achieving our vision: **TO BE YOUR CONSTRUCTION GROUP OF CHOICE.**

Our Vision...to be the construction group of choice for our employees, our clients, and the communities we serve.

Our Mission...to exceed our clients' expectations by performing with the highest quality professionalism and fairness and by communicating with honesty and integrity at all times.





TAB 2: FIRM INFORMATION

WE HAVE BUILT PARKS FOR YOU BEFORE!

Wharton-Smith has had the opportunity to work with the City of Haines City on multiple successful parks projects over the past 15 years and we look forward to the opportunity to work with you again. Our project history with the City includes:

- **BETHUNE NEIGHBORHOOD CENTER**

Wharton-Smith built a new gymnasium, auditorium, and senior center for the Bethune Neighborhood Center after it was damaged by Hurricane Charley in August 2004. Part of the project included a new asphalt, parking lot, and new sanitary storm and water piping.

- **8 ACRES NEIGHBORHOOD PARK (BEN W. GRAHAM PARK)**

Wharton-Smith provided three new pavilions, playground equipment and surfacing, restroom facilities, and a maintenance building for the 8 Acres Neighborhood Park off North 10th Street in Haines City.

- **RAILROAD PARK STREETScape**

Wharton-Smith provided new paver sidewalks, asphalt parking, a new gazebo, landscaping and irrigation, site utilities, and other streetscape work for the highly-trafficked Railroad Park in Downtown Haines City.



ADDITIONAL ATHLETIC + PARKS EXPERIENCE

Over the years Wharton-Smith has developed a niche in sports facility and recreational park construction and is now one of the premier sports builders in the southeast United States. Our vast portfolio of sports and recreation projects covers everything from football stadiums, basketball gymnasiums, baseball, soccer, and multi-purpose fields to locker rooms, restrooms, recreation centers, and concessions. Below is a condensed list of some of the similar sports and recreation projects we have built over the past twenty years:

- **Austin-Tindall Regional Park**

- **Laureate City Park Soccer Fields**

- **UCF RWC Park & Intramural Fields**

- **UCF Track and Soccer Stadium**

- **UCF Football/Soccer Practice Fields**

- **UCF Brighthouse Stadium**

- **Windermere HS Athletic Facilities**

- **Horizon HS Athletic Facilities**

- **Tampa Bay Rays Training Facility**

- **Tampa Bay Rays Clubhouse Reno.**

- **Charlotte County Sports Park**

- **S. Alabama Football Stadium Tower**

- **Deputy Scott Pine Park**

- **Oak Ridge HS Athletic Facilities**

- **Rollins Ted Alfond Sports Center**

- **Cypress Creek HS Athletic Facilities**

- **Holly Hill K-8 Athletic Facilities**

- **City of Clearwater Crest Lake Park**

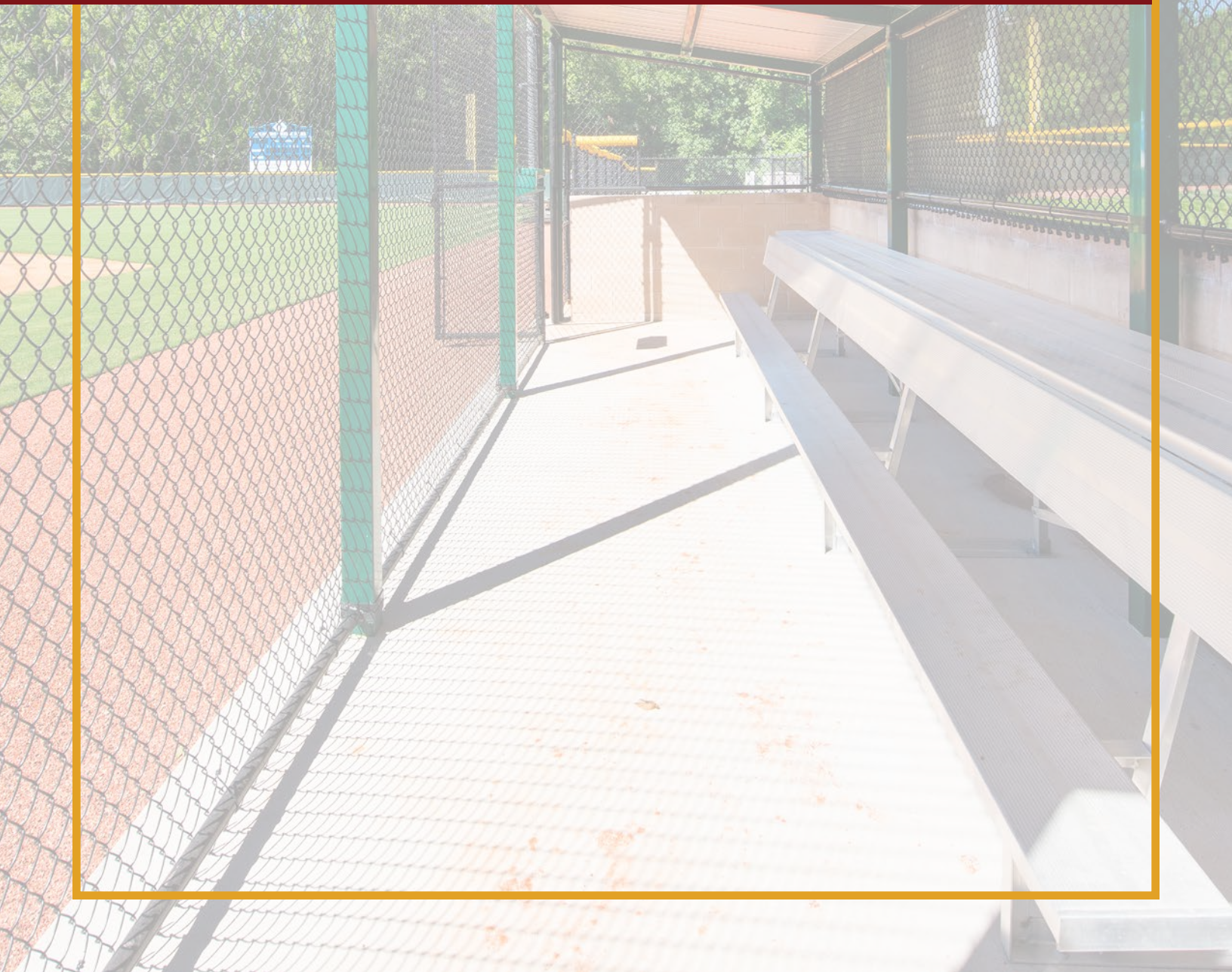
- **City of St. Cloud Lakefront Park**

- **City of Sanford RiverWalk**

- **Casselberry Lake Concord Park**



TAB 3: PROJECT APPROACH





TAB 3: PROJECT APPROACH

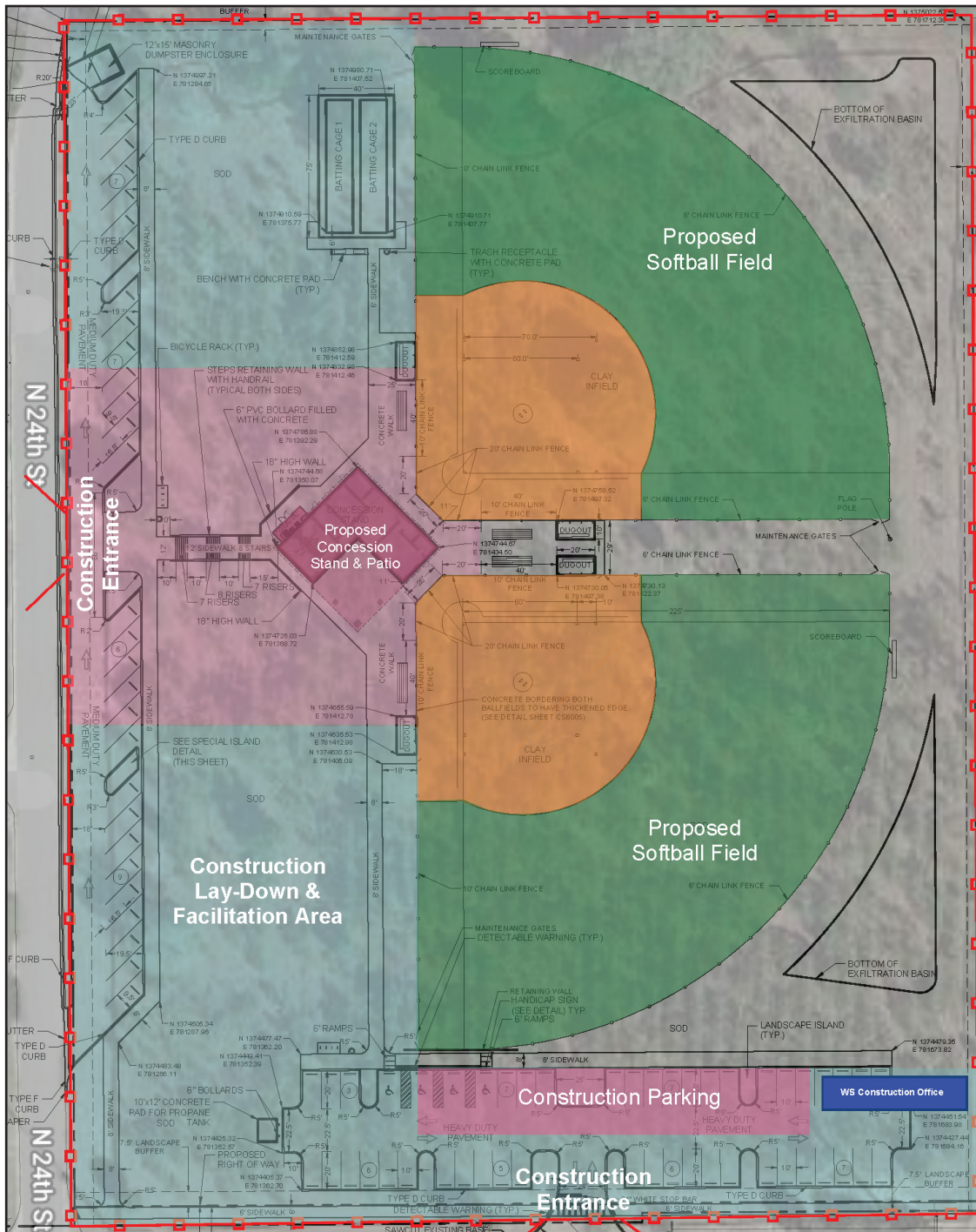
6.99 ACRE SOFTBALL COMPLEX APPROACH

Wharton-Smith's extensive portfolio of building sports complexes and recreational park projects perfectly aligns with your needs for the 6.99 Acre Softball Complex construction project. This experience gives us a superior understanding of what to plan for when constructing all the features your complex will offer.

OUR PROJECT APPROACH WORKFLOW

- Immediately begin clearing and grubbing existing site
- Balancing dirt work and digging exfiltration basins to meet design requirements
- Begin underground utility installation and pad preparation for new Concession Stand and Patio structure
- Once building structures are underway, we'll begin cutting in new fields
- Constructing dugouts and batting cages
- Prepping new parking areas

Future parking areas will be utilized for construction parking and material laydown during construction. Final asphalt paving of these areas will be done at the very end of the project in order to preserve the asphalt.





TAB 3: PROJECT APPROACH

PROJECT MANAGEMENT

Over the last 38 years, Wharton-Smith has refined a well-developed approach for providing comprehensive project management for general contracting projects, similar to the City of Haines City's 6.99 Acre Softball Complex project. Our proactive approach guarantees effective project leadership from the very beginning of the project that emphasizes communication, pre-planning, and our ability to understand your processes, constraints, and needs. **Jeff Horton, Project Executive**, is responsible for ensuring the project team works together to achieve a successful project. **Steven Gregory, Project Manager, who will be your single point of contact**, will provide technical expertise and project management throughout the construction phase of the project. Steven will also interface between City representatives, our project team, end users, design consultants, utility companies, permitting agencies, and other Authorities Having Jurisdiction (AHJ). **Rick Bundy** will provide **Executive Support** having worked on dozens of sports and recreational complexes throughout his career.

The project will begin with a kickoff meeting involving all City of Haines City representatives and team members, design team members, and our project team. During our initial project meeting, we will identify with the City those individuals, groups, and project stakeholders who will need to be communicated with on a regular and consistent basis. Specific lines of communication will be established and all pertinent information will be discussed. Points of concern such as quality standards, programming requirements, aesthetics, budgets, constructability, scheduling, permitting, and traffic control will be reviewed. It is vital that all parties are on the same page from the outset. Our goal is to ensure that during all project phases, we work as a cohesive, cooperative unit with solid communication methodology.

CONSTRUCTION PHASE

The construction phase is very complex as close coordination, communication, scheduling, and documentation are vital to a successful project. Wharton-Smith has mastered this process over the years and will bring that knowledge and expertise to this important project. Our experienced team members have specific responsibilities throughout this phase and will be constantly supported by executive leadership throughout. Our team has the support services needed to succeed from submittal review and processing to cost accounting, safety, and scheduling.

Wharton-Smith will provide the City of Haines City with a well-developed approach to the project so that all parties understand the methodologies utilized to stay informed throughout the project. This approach will outline lines of communication, administrative procedures (correspondence flow, submittal review flow, RFIs, clarifications, etc.) site visits, OAC meetings, project close-out, and more. By providing a clear picture for all stakeholders, there will be no surprises while ensuring the work is executed correctly the first time. The following services are key to making this process work:

Permitting—We have found that determining all permitting/approval requirements early in the process can customize a highly efficient plan to obtain permitting/approvals. In the beginning stages, we quickly identify and address any issues that may require special attention. We work with regulatory agencies to agree on requirements and permit schedule durations. When possible, informal pre-submittal review meetings are held with permitting officials to obtain valuable input. Early and open dialogue with all required agencies aids in expediting the permitting process and is a good defense against surprises.

Project Close-Out—From the very beginning of the project, our team will conduct meetings to discuss the project closeout process. Through these meetings, a detailed plan will be developed identifying the steps required to close out the project. This plan will be written and communicated to the entire staff. The closeout planning meeting will include all team members, particularly **Project Manager Steven Gregory** and **Superintendent Todd Fatzinger**. Critical items conducted during close-out include:

Punch List Work—The punch list work will be completed in a timely and efficient manner to provide a finished product that the City of Haines City and the community can be proud of. At Wharton-Smith, our punch list starts from day one.

As-Built Drawings—The as-built drawings are kept current on the jobsite throughout the construction process. We have internal monthly reviews with our subcontractors on as-builts to ensure that they are up to date for your review at progress





TAB 3: PROJECT APPROACH

meetings. Near the end of the project, we finalize the as-builts and forward them to the City and design team to review for completeness prior to a complete clean set being formally submitted.

Operation and Maintenance Manuals / Executed Project Warranties—This process is started after each submittal is approved. We prefer to submit O&M data by submittal item to allow for a more thorough review by all parties to confirm proper models and options provided on the project are included in the manuals.

Warranty—Our approach to a successful warranty period begins with a well constructed job. Our response to warranty issues is immediate. We will schedule 6-month and 11-month on-site walk-throughs/warranty inspections with the City of Haines City to review certain items and equipment. **Wharton-Smith believes each project is representative of a lifelong commitment and partnership. With the City of Haines City, we will always answer your calls even beyond the warranty period.**

As a team, along with the City's help, we can successfully complete these milestones. This approach, combined with our technical capabilities and past experience, will make your project successful for all involved. Together, we will ensure that you get everything you want, when you need it, while saving you money.

QUALITY CONTROL

The Wharton-Smith team has a culture of responsibility that embeds quality awareness in all of our organizational processes. We are committed to quality assurance and quality control (QA/QC), customer satisfaction, and continuous improvement.

Our in-house Quality Management Program (QMP), led by **QA/QC Manager Chris Gayner**, was designed so that a “quality culture” is maintained and instilled in all our work. This program is based on the premise that we must properly plan in order to produce a consistently high-quality product. This culture is something that our firm continually works to maintain and improve upon. Just as our Safety Department has a goal of ‘Zero Accidents’, our QMP always strives for ‘Zero Punch List’ projects. The Wharton-Smith QMP includes the development of clear, quantifiable, and measurable requirements. Our QA/QC team will start by developing a plan tailored specifically for each project under this continuing services contract.

QUALITY CONTROL DURING CONSTRUCTION

Pre-task planning is a critical step for all field activities. Pre-task planning is accomplished by holding pre-task meetings with our subcontractors. In these meetings, our goal is to reach a common understanding with our subcontractors and suppliers regarding project requirements for our expectations of aesthetic quality, conformance with the design criteria packages, and conformance with the City's quality standards. Additional methods we have implemented to ensure quality standards are met during construction include mock-ups, independent testing, peer review inspections, and pre-inspection checks.

We also employ a Production Planning System to ensure high quality execution at each step of the project. This process involves identifying critical

QUALITY CONTROL SUCCESS

UNIVERSITY OF CENTRAL FLORIDA INTRAMURAL FIELDS AND RWC PARK



A sport field's final playability is determined by the level of quality control of the materials being placed, the equipment being used, and the level of expertise of the labor force. Wharton-Smith implemented a daily walk-through of the field by zone with all employees and subcontractors prior to turf installation. Implementing this walk-through gave each trade a chance to mention or address any concerns prior to any turf being placed.

This quality control system was especially important for the University of Central Florida Intramural Fields and RWC Park due to the field size. A typical football field is approximately 88,000 square feet and the turf field layout for this project was approximately 220,000 square feet.





TAB 3: PROJECT APPROACH

activities on major portions of work very early in the life of the project. These work activities are planned six weeks in advance and are tracked in the planning room. Each activity is reviewed and signed-off with each subcontractor trade to confirm that all materials are or will arrive on site on time, that required personnel are available, and prerequisite work is complete. Utilizing this process has netted significant schedule gains since the inception of the program. By keeping an eye on the critical work path, bottlenecks, and other constraints, the quality control program is able to keep the pace of the project moving.

Our extensive QMP will provide you with the knowledge, expectation, and follow-through to ensure that a **quality project is completed right the first time**. We recognize that quality work is the key to success on any project we undertake, and Wharton-Smith is committed to exceeding your expectations on the 6.99 Acre Softball Complex project.

PRODUCTION PLANNING... WHAT IS IT?



PRODUCTION PLANNING ROOM

SCHEDULING

The project schedule is a living document that serves as a valuable tool to the project team. Identification of the critical path and other important time limitations are impossible without an effective and current schedule. Our project schedules are created in-house with input from our entire project team and not by an outside consultant. Wharton-Smith uses **Primavera® P6** for computer-generated project Critical Path Method (CPM) scheduling.

The development of the baseline schedule is the crucial first step. The scope of work for the project is broken down into phases which creates a Work Breakdown Structure (WBS). The WBS outlines all of the project phases including preconstruction (constructability reviews and value engineering), permitting, bidding and procurement, construction, project close-out, and ultimately, turnover. For each individual project, our **Senior Scheduling Manager, Mike Christian**, along with our **Project Manager Steven Gregory** and **Superintendent Todd Fatzinger**, will begin the planning process by converting the work breakdown structure into activities for each phase of the project. These activities will cover the entire scope of work for the project. This baseline schedule is developed at the time of the bid used throughout the entire life of the project.

The project team will meet weekly to accurately update the overall project schedule. Daily reports, subcontractor input, and field reviews are used to update the work in place and job progress. Actual start and completion dates, as well as remaining activity durations are confirmed during these updates. After each update is complete, it is reviewed by the entire project team and adjusted, if necessary, so that the plan going forward allows us to finish the project on time. The durations and logic of the critical path and near critical path activities of the project schedule are reviewed due to their level of importance moving forward. We then distribute copies of the updated schedule to all subcontractors, design team members, and City representatives so they can incorporate these updates into their work plans.

In addition to these schedule updates, our Project **Superintendent Todd Fatzinger**, will create and manage a three-week look-ahead schedule that is updated each week. Using the weekly update as a guide, Todd will include daily activity goals for all trades. This schedule includes more detailed breakdown and confirms materials are on site or due on site in order to accomplish the work goals. This schedule is developed with the subcontractors input during the weekly Subcontractor Coordination Meetings.

During the close-out phase of the project, the schedule remains in continual use and is quite useful in scheduling many of the final project activities. These activities typically consist of the various witnessed testing phases that are required as a project





TAB 3: PROJECT APPROACH

comes to an end and is eventually handed over to the City. As part of the turnover process, the schedule will also serve as a great tool for items such as Owner Training and Operation and Maintenance (O&M) manuals.

SUBCONTRACTOR ADHERENCE TO THE SCHEDULE

With our 38 year presence in Central Florida, and vast number of relationships with vendors and subcontractors throughout Florida, we will prepare a list of best potential vendors and subcontractors suited for the 6.99 Acre Softball Complex project. By providing accurate, complete, and detailed bid instructions to the subcontractors, we ensure there are no misunderstandings or unknown circumstances that would otherwise creep into the bids and impact the schedule and cost. All the subcontractors bidding the project will be qualified to perform the work. Evaluation criteria we utilize includes successful past experience on similar projects, owner and design consultant's recommendations, manpower availability and project staff, location (preference to Central Florida/Polk County), and bonding capacity and financial strength.

To ensure adherence to the schedule, we provide all vendors that bid the project our detailed, full schedule with the bid documents and ask them for review and input. After subcontracts are awarded, a scheduling workshop, conducted by the Wharton-Smith project team, will be held with the subcontractors to further develop and refine the construction schedule. The scheduling workshop is critical to the success of the project in order to get buy-in of the schedule from all subcontractors. Our subcontractors and suppliers are provided monthly overall and three-week look-ahead schedules to ensure they stay on track. Subcontractor Coordination Meetings are held weekly to review the current and three-week look-ahead schedules, deliveries, physical space limitations, available work areas, impacts on other subcontractors, design intent, owner preferences, and other project elements. The feedback from these meetings is collected and implemented into the construction schedule.

OWNER DIRECT PURCHASE OF MATERIALS

For over 20 years, Wharton-Smith has been involved in administering Owner Direct Purchase Order (ODP) programs. Our experience with these programs has helped us to develop processes and procedures specifically designed to track sales tax savings throughout the duration of the project and enable us to maximize the savings to the Owner while minimizing the learning curve and time spent dealing with ODP programs. **Our history has shown that these savings will range from 1-2.5% of the construction cost.**

VALUE ENGINEERING

Our team is committed to providing construction that is of the highest quality standards. While we are very proactive in providing various cost-savings options for your review, we will never sacrifice quality for cost. We will maintain open communications with the City at all times regarding our Value Engineering findings and suggestions.

After contract, we will gather the information required to look at this project on an in-depth level and recommend suggestions for ways to save you money without sacrificing quality. We consider our duty to provide our clients with the best final product possible while being mindful of their budget. **Over the past 20 years, our Value Engineering efforts have saved Owners hundreds of thousands of dollars!**

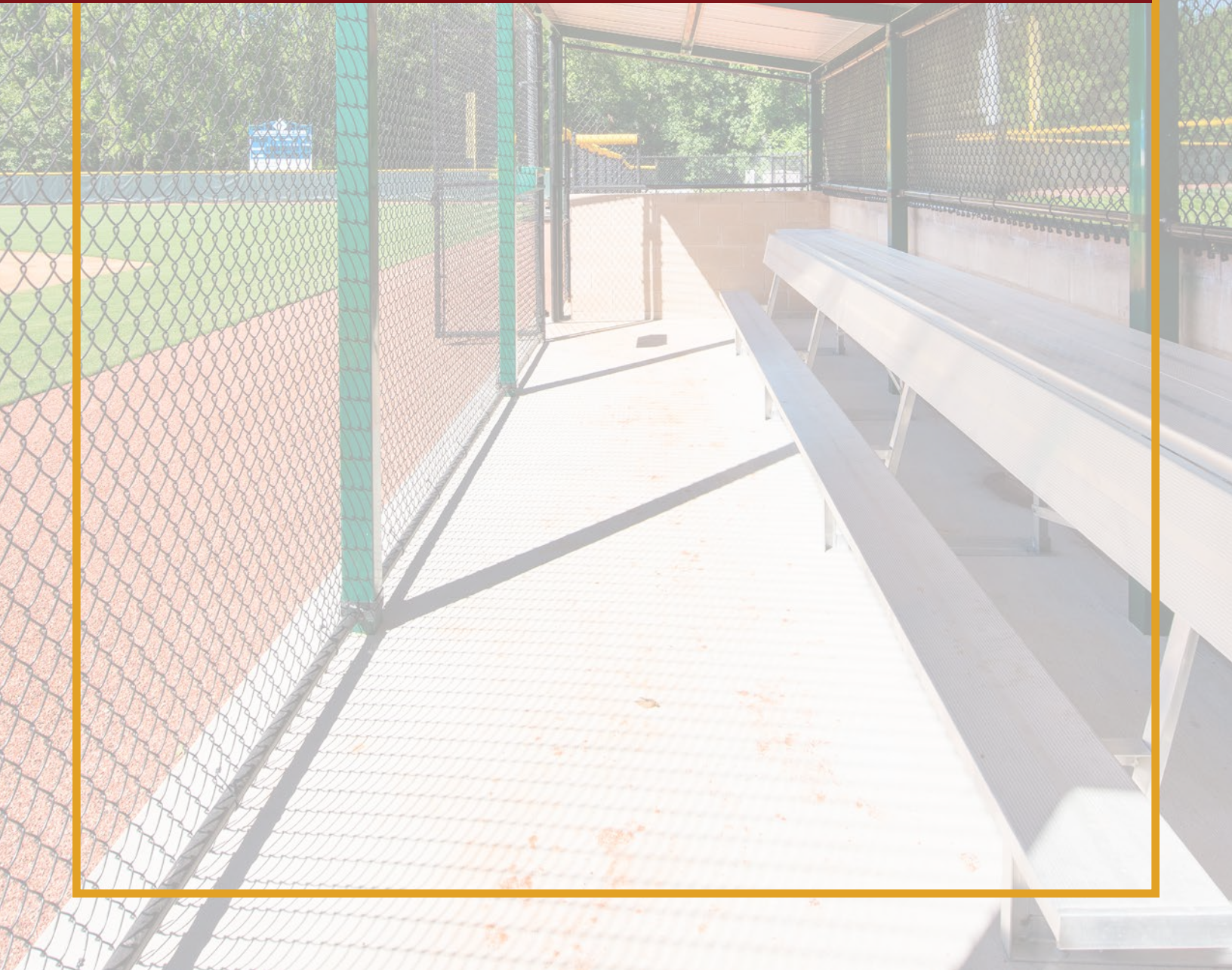
COST CONTROL & REPORTING DURING CONSTRUCTION

For cost accounting, Wharton-Smith uses **RedTeam** software to provide real-time cost analysis and reporting. Also, Wharton-Smith provides monthly Project Status Reports to all stakeholders. Our **Project Manager, Steven Gregory**, will prepare numerous cost option analyses throughout the project duration, delivering cost ideas to save the City money without compromising quality.

- **Monthly Cost Narrative**—Describes the current construction cost status of the project
- **Cost Control and Estimating Report**—Describes current cost and payment status for the project



TAB 4: ASSIGNED PERSONNEL AND EXPERIENCE





TAB 4: ASSIGNED PERSONNEL AND EXPERIENCE

YOUR PROJECT TEAM

Wharton-Smith has provided the organizational chart below, which depicts staff assigned to the City of Haines City 6.99 Acre Softball Complex project. Each key staff member has been selected based on their technical expertise, sports complex and recreational park experience, and availability for this project. Our proposed **Project Manager, Steven Gregory**, will serve as the **single point of contact** throughout the duration of the project. The team shown below has worked on numerous projects together over the last several years and will bring that cohesion to this project!





TAB 4: ASSIGNED PERSONNEL AND EXPERIENCE



STEVEN GREGORY PROJECT MANAGER

AVAILABILITY:
50% - PRECON
100% - CONSTRUCTION

Responsibilities: As Project Manager, Steven is responsible for providing daily leadership to the project team, quality control, cost control, project close-out, and for successful completion of all preconstruction and construction activities. He will develop schedules, perform constructability reviews, value engineering, and site logistics.

EXPERIENCE

11 years

EDUCATION

BS, Building Construction,
Auburn University

CERTIFICATIONS

OSHA 30-Hour
CPR & First Aid

PROJECT EXPERIENCE	ROLE	VALUE	SIZE
City of Lakeland Water Utilities Dept., New Administration Building	Project Manager	\$6.2 M	41,050 SF
Polk County Schools, Davenport High School	Asst. Project Manager	\$92.0 M	345,000 SF
Tampa Bay Water, Cypress Creek Warehouse Replacement	Project Manager	\$1.8 M	8,000 SF
* Jesuit High School Administration Building (Tampa, FL)	Project Manager	\$8.0 M	N/A
* Hillsborough County Schools, Jack B. Lamb Elementary School	Project Manager	\$16.0 M	N/A

* denotes individual project experience



JUANMIGUEL GORUT, LEED AP SENIOR PRECONSTRUCTION MANAGER

AVAILABILITY:
100% - PRECON
AS NEEDED - CONSTRUCTION

Responsibilities: As Sr. Preconstruction Manager, Juanmiguel will coordinate all preconstruction activities between WS, architect/engineer, and City staff. He will participate in constructability reviews, subcontractor bid package preparation, scheduling, and cost analysis leading to GMP development.

EXPERIENCE

17 years

EDUCATION

BS, Mechanical Engineering,
University of Florida
MBA, Global Management,
University of Phoenix

CERTIFICATIONS

LEED Accredited Professional
Certified General Contractor
(inactive)

PROJECT EXPERIENCE	ROLE	VALUE	SIZE
Tampa Bay Rays, Spring Training Facility	Sr. Precon. Manager	\$2.3 M	10,670 SF
Tampa Bay Rays, Clubhouse Renovations	Sr. Precon. Manager	<\$1 M	N/A
Charlotte County, Sports Park Renovation	Sr. Precon. Manager	<\$1 M	N/A
City of Clearwater, Crest Lake Park Renovations	Sr. Precon. Manager	\$5.0 M	N/A
Polk County Schools, Davenport High School	Sr. Precon. Manager	\$92.0 M	345,000 SF
City of Lakeland Water Utilities Dept., New Administration Building	Sr. Precon. Manager	\$6.2 M	41,050 SF





TAB 4: ASSIGNED PERSONNEL AND EXPERIENCE



TODD FATZINGER
Superintendent

AVAILABILITY:
AS NEEDED - PRECON
100% - CONSTRUCTION

ROLE AND EXPERTISE

As Superintendent, Todd is responsible for the supervision and coordination of day to day activities of the subcontractors and WS employees, including safety inspections, daily reports, three-week look-ahead schedules, delivery coordination, production planning, weekly subcontractor coordination meetings, storage and installation requirements, quality control, labor and equipment resources, project final quality, and start-up, testing, and close-out. He is also responsible for ensuring the project stays within budget and on schedule.

YEARS OF EXPERIENCE

10 years of construction experience

EDUCATION

BS, Mathematics, University of Central Florida

LICENSES/CERTIFICATIONS

- MOT Intermediate Certification
- Stormwater Pollution Prevention Plan (SWPPP) Inspector
- Trenching & Excavation
- Fall Protection
- Scaffolding
- Confined Space

ADDITIONAL PROJECT EXPERIENCE

- University of Central Florida Wayne Densch Athletic Center (Orlando, FL)
- School District of Osceola County Poinciana High School Building Addition (Kissimmee, FL)
- Seminole County Public School Millennium Middle School (Sanford, FL)
- Orange County Public Schools Horizon West Middle School (Windermere, FL)

HIGHLIGHT PROJECTS



Boombah Sports Complex (Sanford, FL)

Sr. Project Manager

\$24.2 million, 102 acres. Development of a tournament-quality sports complex with 15 baseball, softball, and multi-purpose fields, bullpens, batting cages, dugouts, spectator bleachers, and shade covers. Complex also contained three concession/hospitality buildings with restrooms, central pavilion and picnic areas, and walking paths.



Soldier's Creek Sports Complex (Longwood, FL) | Superintendent

\$7.5 million, 25.5 acres. Demolition and redevelopment of the 25.5-acre sports and recreational park with six new softball fields with clay infields, fencing and gates, LED site lighting, scoring tables, bleachers. Complex also consisted of a concessions and restrooms building with an official's room, meeting spaces, and central indoor space for group events.





TAB 4: ASSIGNED PERSONNEL AND EXPERIENCE



RICK BUNDY

*Sports/Recreation
Executive Support*

AVAILABILITY:
10% - PRECON
10% - CONSTRUCTION

ROLE AND EXPERTISE

As Executive Support, Rick will utilize his 31 years of sports complex and recreation area construction experience to guide the project team throughout the life of the project. Rick has worked on nearly every sports complex project for Wharton-Smith in the last six years.

YEARS OF EXPERIENCE

31 years of construction experience

EDUCATION

BS, Civil Engineering, Florida State University

LICENSES/CERTIFICATIONS

- OSHA 30-Hour
- NSU Leadership Development Certification

ADDITIONAL PROJECT EXPERIENCE

- Seminole County Soldier's Creek Sports Complex Redevelopment (Longwood, FL)
- Lake Nona Laureate City Park (Orlando, FL)
- Osceola County Austin Tindall Regional Park Expansion (Kissimmee, FL)
- University of Central Florida Wayne Densch Sports Complex Expansion (Orlando, FL)
- Volusia County Smyrna Dunes Park Renovations (New Smyrna Beach, FL)

HIGHLIGHT PROJECTS



Boombah Sports Complex (Sanford, FL)

Superintendent

\$24.2 million, 102 acres. Development of a tournament-quality sports complex with 15 baseball, softball, and multi-purpose fields, bullpens, batting cages, dugouts, spectator bleachers, and shade covers. Complex also contained three concession/hospitality buildings with restrooms, central pavilion and picnic areas, and walking paths.



USSSA Space Coast Stadium (Melbourne, FL) | *Project Executive*

\$12.6 million, 85 acres. Renovation and new construction work for the USSSA Space Coast Softball Stadium Complex. New construction consisted of a softball stadium and youth fields, stormwater structures, and two concessions/restrooms buildings. Renovation work included turf field installation, parking lot paving, and improvements to the quads around the park.





TAB 4: ASSIGNED PERSONNEL AND EXPERIENCE



JEFF HORTON PROJECT EXECUTIVE

AVAILABILITY:
20% - PRECON
20% - CONSTRUCTION

Responsibilities: As Project Manager, Steven is responsible for providing daily leadership to the project team, quality control, cost control, project close-out, and for successful completion of all preconstruction and construction activities. He will develop schedules, perform constructability reviews, value engineering, and site logistics. **Jeff will utilize his previous experience on the field to help coach this project team to victory!**

EXPERIENCE

21 years

EDUCATION

Building Construction
Coursework, University of
Florida

CERTIFICATIONS

OSHA 30-Hour
CPR & First Aid
MOT Certification

PROJECT EXPERIENCE

PROJECT EXPERIENCE	ROLE	VALUE	SIZE
City of Lakeland Water Utilities Dept., New Administration Building	Sr. Project Manager	\$6.2 M	41,050 SF
Polk County Schools, Davenport High School	Project Manager	\$92.0 M	345,000 SF
*Hernando County Schools, Nature Coast Technical High School	Project Manager	\$44.0 M	N/A
*School District of Manatee County, Lakewood Ranch High School	Project Manager	\$48.0 M	N/A
*Charlotte County Schools, Lemon Bay High School Campus Replacement	Project Manager	\$85.0 M	N/A

* denotes individual project experience

WHARTON-SMITH UNDERSTANDS THE IMPORTANCE OF YOUTH SPORTS IN THE COMMUNITY!



Our team includes current youth softball coaches, Tom Iarossi and Jeff Horton. Tom and Jeff will utilize their experience both in the office and on the field to ensure this project is a success for the youth softball players of Haines City!



TAB 5: FIRM REFERENCES, SIMILAR WORK COMPLETED





TAB 5: FIRM REFERENCES/ SIMILAR WORK COMPLETED

KEY RELEVANCIES



SOFTBALL
FIELDS



CONCESSION/
RESTROOM



PAVED
PARKING LOTS



SITE LIGHTING



FIELD FENCING



SIMILAR
TEAM



LANDSCAPING



UNITED STATES SPECIALTY SPORTS ASSOCIATION
USSA SPACE COAST STADIUM
MELBOURNE, FLORIDA



PROJECT DESCRIPTION: Wharton-Smith provided Construction Management services to USSSA for the Space Coast Stadium Renovations project. This project consisted of converting the existing stadium and north Quad A from natural to synthetic turf fields, construction of two new Quads B & C, and construction of a **new softball stadium and youth fields**. Additionally, Wharton-Smith provided related **paved parking lots, underground stormwater structures**, potable and sanitary utilities, **two new concession buildings, field lighting**, and communications infrastructure.

In total, the project consisted of 1,200,000 square feet of synthetic turf installation and 3,600 square feet of new building construction on an 85-acre site.

SIMILAR TEAM MEMBERS:

Rick Bundy, Project Executive

OWNER

United States Specialty Sports Association (USSSA)

CONTACT

David Bubley, President
P: (239) 851-3199
F: N/A

COMPLETION DATE

December 2017

COST

\$12.6 M

"Wharton-Smith was an integral part of the development team that made the completion of the project a great success."

David Bubley, President





TAB 5: FIRM REFERENCES/ SIMILAR WORK COMPLETED

KEY RELEVANCIES



SOFTBALL
FIELDS



CONCESSION/
RESTROOM



PAVED
PARKING LOTS



SITE LIGHTING



FIELD FENCING



SIMILAR
TEAM



LANDSCAPING



SEMINOLE COUNTY LEISURE SERVICES DEPARTMENT BOOMBAH SPORTS COMPLEX SANFORD, FLORIDA

PROJECT DESCRIPTION: Wharton-Smith provided Construction Management services to Seminole County for a tournament-quality sports complex that would allow the County to attract local, regional, and national youth sports tournaments, showcases, and training academies.

The 102-acre complex features 15 **baseball and softball fields, multi-purpose fields**, batting cages, bullpens, dugouts, and spectator bleachers with shade covers at each field. The complex also consisted of a large **central pavilion, picnic areas**, a playground, **walking paths, three concession/hospitality buildings with public restrooms**, and an administration building with offices, meeting spaces, and restrooms for tournament officials.

SIMILAR TEAM MEMBERS:

Rick Bundy, Sr. Project Manager

Todd Fatzinger, Superintendent

OWNER

Seminole County
Leisure Services Department

CONTACT

Rick Durr, Division Manager
P: (407) 665-2001
F: (407) 665-2179

COMPLETION DATE

April 2016

COST

\$24.2 M





TAB 5: FIRM REFERENCES/ SIMILAR WORK COMPLETED

KEY RELEVANCIES



SOFTBALL
FIELDS



CONCESSION/
RESTROOM



PAVED
PARKING LOTS



SITE LIGHTING



FIELD FENCING



SIMILAR
TEAM



LANDSCAPING



SEMINOLE COUNTY LEISURE SERVICES DEPARTMENT SOLDIER'S CREEK SPORTS COMPLEX LONGWOOD, FLORIDA

PROJECT DESCRIPTION: Wharton-Smith provided Construction Management services to Seminole County for the demolition and redevelopment of the 25.5-acre recreational park. The new athletic fields consisted of six natural turf **softball fields** with underground drainage and sprinkler systems, clay infields and laser grading of root zone course sand, and placement of 48" sod. Each field included **chain link fences and gates, backstop netting, LED light poles, scoring tables, benches, bleachers, and shade structures.**

A hospitality building was constructed that housed **concessions and public restrooms**, electrical room, official's room, meeting and office space, playground area, **and a central indoor space for group events.**

Wharton-Smith worked with GAI Consultants, the landscape architect, on a newly-installed stormwater system with a wet retention pond, potable water system, sanitary system, and lift station. The project also included **site preparation work** involving importing a well drainable subbase material to elevate the new fields **due to existing drainage issues.**

SIMILAR TEAM MEMBERS:

Rick Bundy, Project Executive

Todd Fatzinger, Superintendent

OWNER

Seminole County
Leisure Services Department

CONTACT

Rick Durr, Division Manager
P: (407) 665-2001
F: (407) 665-2179

COMPLETION DATE

April 2017

COST

\$7.5 M



The background image shows a dugout area of a baseball field. On the left, there is a chain-link fence that runs along the length of the dugout. To the right of the fence are rows of aluminum bleachers. The floor of the dugout is made of a light-colored, textured material, possibly concrete or a specialized surface. In the background, beyond the fence, a baseball field is visible with its green grass and brown dirt base paths. The sky is bright, suggesting a sunny day. The entire image is framed by a thin orange border.

TAB 6: WORKLOAD, PROJECT BUDGET, AND SCHEDULE



TAB 6: WORKLOAD, PROJECT BUDGET, AND SCHEDULE

Wharton-Smith is fully committed to completing to performing the work for the 6.99 Acre Softball Complex project in a timely fashion within the budget specified!

The chart to the right shows the workload of our identified key personnel.

CURRENT WORKLOAD FOR KEY PERSONNEL			
KEY PERSONNEL	PROJECT NAME	PARTICIPATION	EST. COMPLETION
Steven Gregory	Hillsborough County Schools Tampa Bay Blvd. Elementary	50%	August 2022
Todd Fatzinger	Osceola County Schools Fire Suppression Upgrades	100%	July 2022
Juanmiguel Gorut	Division Manager	N/A	N/A
Jeff Horton	Division Manager	N/A	N/A
Rick Bundy	Division Manager	N/A	N/A

THE PERSONNEL LISTED IN THIS SUBMITTAL WILL BE ASSIGNED AND AVAILABLE FOR THIS PROJECT

COMMITMENT TO THE PROJECT BUDGET AND SCHEDULE

Wharton-Smith's commitment to deliver a project on time and under budget starts with the Preconstruction Department utilizing several steps to evaluate drawings, review scope with subcontractors, and identifying any specified materials that could cause schedule delays.

We review the drawings for constructability and design clarifications generating questions that are submitted to the design team for review. Subcontractors are engaged early in the building process to assess their project scope which allows for easy transition to contract documents once the project is awarded which prevents delays due to buyout negotiations. By constantly communicating with manufacturers and suppliers, we monitor material lead times and cost escalation which ensures we provide the most accurate budget and project completion date.



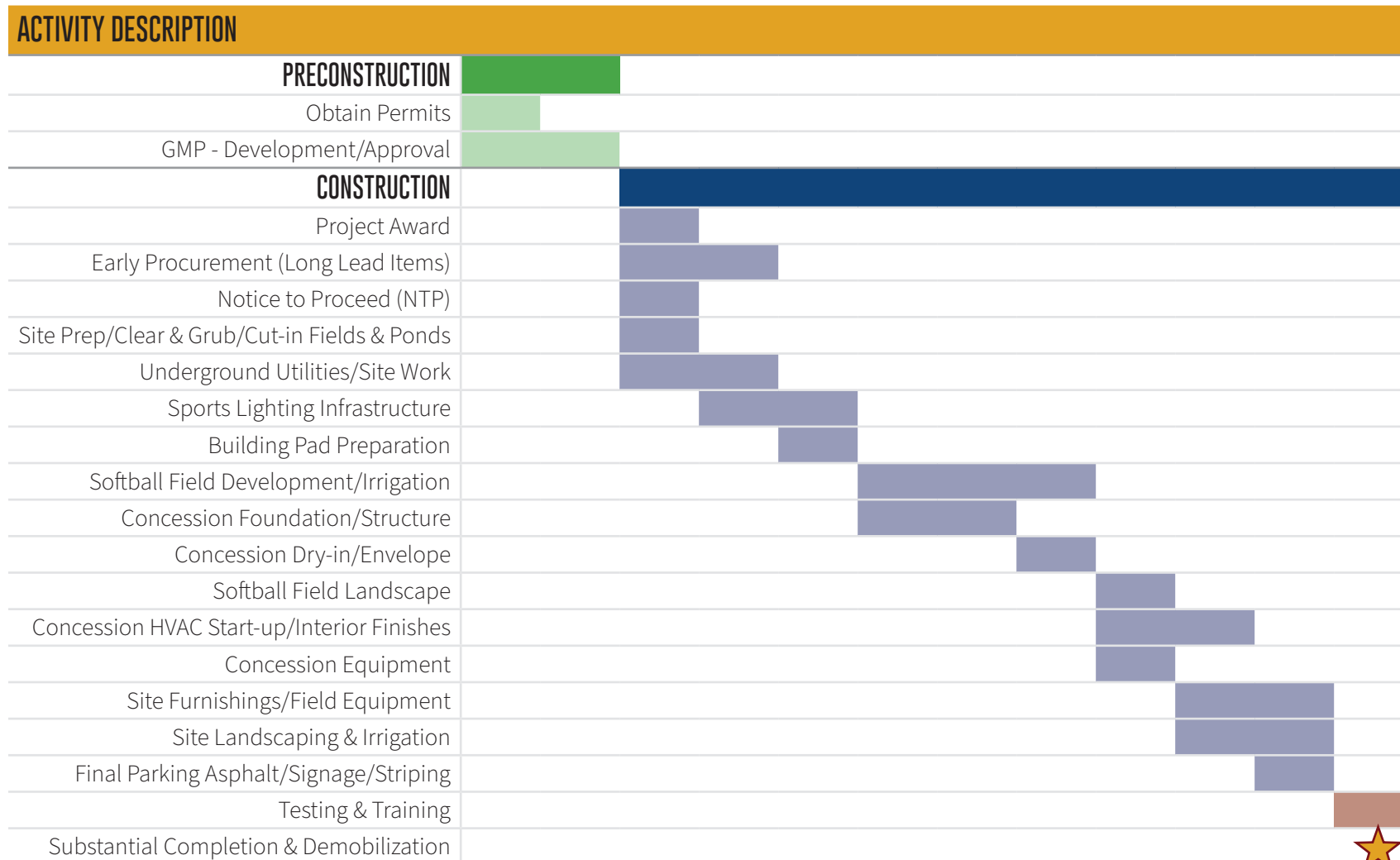
SOLDIER'S CREEK SPORTS COMPLEX, SEMINOLE COUNTY



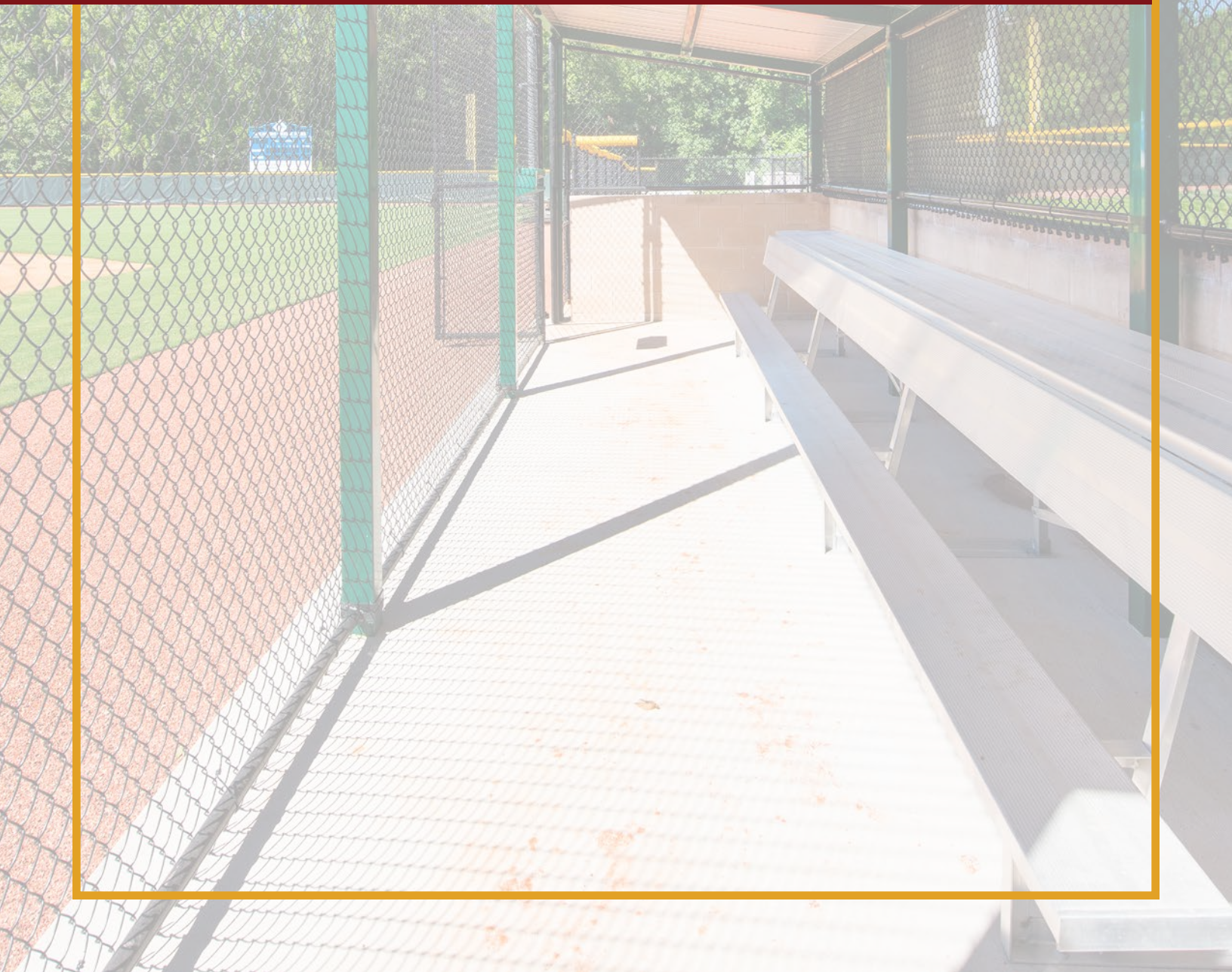


TAB 6: WORKLOAD, PROJECT BUDGET, AND SCHEDULE

Our approach and timeline is based on our extensive history providing similar complexes to other municipalities throughout Florida and the Southeastern United States. Our project team, with the help of our in-house Scheduling Department, has developed the schedule below specifically for the City of Haines City 6.99 Acre Softball Complex project.



TAB 7: FIRM LOCATION





TAB 7: FIRM LOCATION

Wharton-Smith is headquartered in Seminole County with regional offices in Hillsborough and Sarasota Counties. Although we do not have an office in Polk County, we have performed work in and around Polk County for the past 25 years including with the **City of Haines City**, Polk County Utilities, Polk County Public Schools, City of Lakeland, and City of Bartow!

Per the requirements of the RFP, we have included Attachment H - Firm Location; however, this form is not applicable to Wharton-Smith as we do not maintain an office within the boundaries of Polk County.

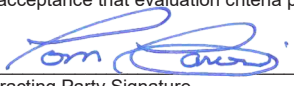
ATTACHMENT H - FIRM LOCATION

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

Attachment "H"
Firm Location

Not applicable as Wharton-Smith does not maintain an office within Polk County, FL.

I/we, affirm that _____ has maintained a
____ principal, ____ headquarters or, ____ other place of business within the boundaries of Polk County, Florida for more than
one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding
and acceptance that evaluation criteria provides points based on firm location as set forth in this RFP document.


Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:
STATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

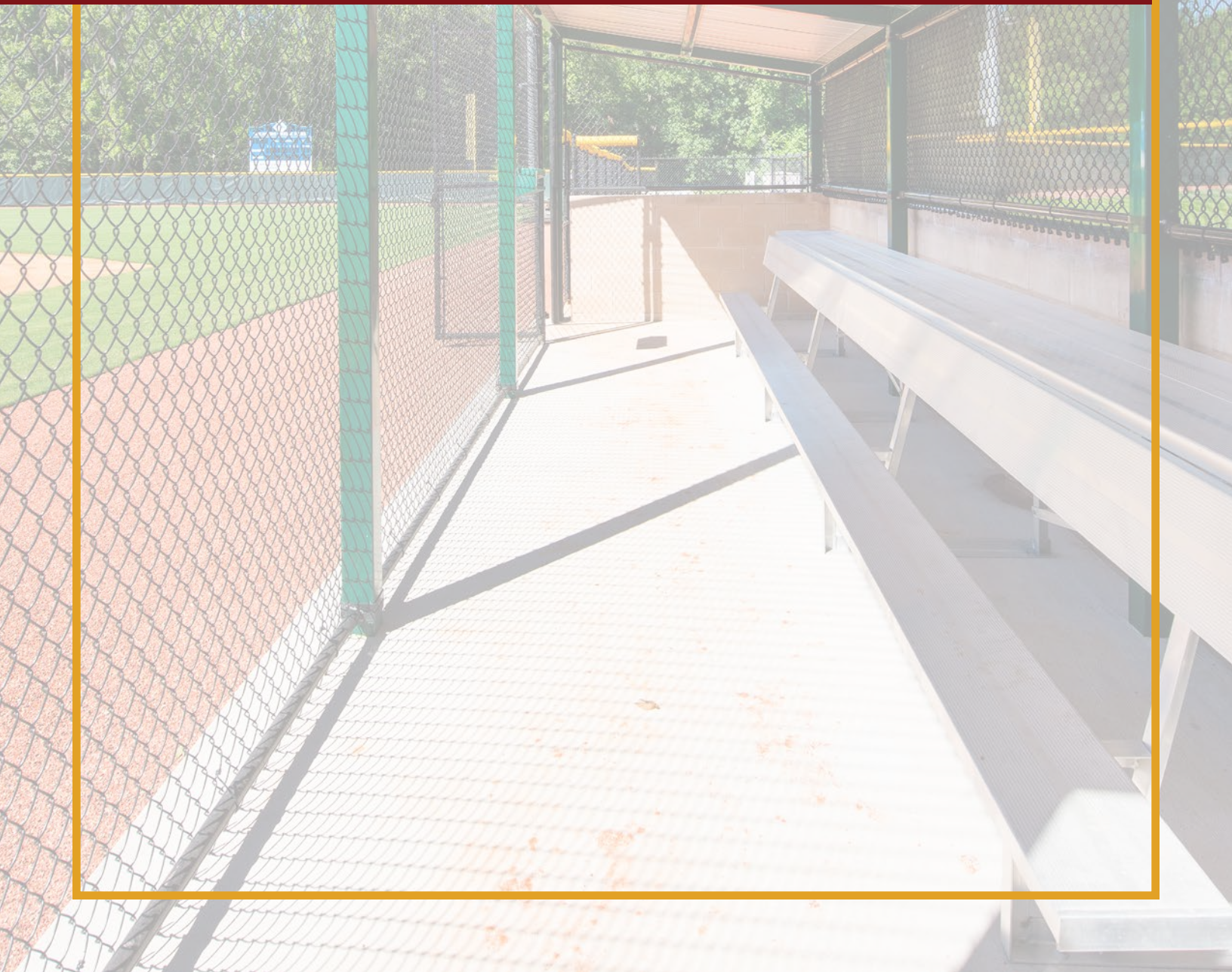
Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response. <<<



TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTATION





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT A - COST SUMMARY

Attachment A - Cost Summary for Wharton-Smith's proposal response can be found on the following page.

The remainder of this page is intentionally left blank.



RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
6.99 Acre Softball Complex		

Attachment "A"
Cost Summary

6.99 Acre Softball Complex

GRAND TOTAL AMOUNT \$ _____

DATE OF COMPLETION WILL BE TAKEN INTO CONSIDERATION WHEN AWARDING THE BID.

LENGTH OF TIME TO COMPLETE PROJECT: _____

DATE TO COMMENCE WORK AFTER NTP: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____

NAME OF BIDDER: _____

WARRANTY PERIOD: (PLEASE SPECIFY TYPE: MANUFACTURE/ WORKMANSHIP)




TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT B - ADDENDUM ACKNOWLEDGEMENT

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

Attachment "B"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>1</u> through # <u>3</u> Initial: <u>TI</u> Date: <u>04/04/2022</u>
Person Completing RFP Document (Signature): 	
Name (Printed): Thomas D. Iarossi	Title: Vice President, Commercial

>>>Failure to submit this form may disqualify your response. <<<

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TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT C - INSURANCE REQUIREMENTS

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

- C. **Certificates of Insurance:** The successful Respondent shall provide the CITY's Human Resources Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
1. The name of the insured Respondent,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy
 5. The effective date
 6. The termination date
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
- D. **City as Additional Insured:** The successful Respondent shall name the CITY as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the CITY with proof of same.
- E. **Waiver of Subrogation:** The successful Respondent shall have a waiver of subrogation instead of listing the City as additionally insured for Workers' Compensation coverage.
- F. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Respondent's obligations to fulfill the insurance requirements specified herein.
- F. **Loss Deductible Clause:** The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Respondent and/or subcontractor providing such insurance.

Initials of Signatory: TI

Date: 04/04/2022

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may disqualify your response. <<<





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

CERTIFICATE OF INSURANCE

Client#: 706782		WHARTING		DATE (MM/DD/YYYY) 3/15/2022	
ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609			CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: certificates@bouchardinsurance.com		
INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771			INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Insurance Company 19488 INSURER B : Starr Indemnity & Liability Company 38318 INSURER C : Amerisure Mutual Insurance Company 23396 INSURER D : Amerisure Partners Insurance Company 11050 INSURER E : Berkley Assurance Company 39462 INSURER F : Great American Assurance Co 26344		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL20361081601	04/01/2021 04/01/2022 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA20361071601	04/01/2021 04/01/2022 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CU21171470001	04/01/2021 04/01/2022 EACH OCCURRENCE \$20,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	1000585014211	04/01/2021 04/01/2022 AGGREGATE \$20,000,000
F	DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	EXC3284641	04/01/2021 04/01/2022 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC203610915	04/01/2021 04/01/2022 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
G	Rented Equipment	Y		UM00024961MA21A	04/01/2021 04/01/2022 2,500,000
E	Pollution Liab			PCADB50141490421	04/01/2021 04/01/2022 5,000,000
E	Professional Liab			PCADB50141490421	04/01/2021 04/01/2022 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RFP #22-04 - 6.99 Acre Softball Complex COMPLETE CERTIFICATE HOLDER(S) & ADDITIONAL INSURED(S): City of Haines City and any other entity as required by written contract or agreement and subject to the terms, conditions and exclusions as specified in the policies. Waiver of subrogation applies in favor of additional insured as required by written contract or agreement and subject to the terms, conditions and exclusions as specified (See Attached Descriptions)					
CERTIFICATE HOLDER City of Haines City Omar DeJesus, Purchasing Coordinator 620 E. Main St. Haines City, FL 33844			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD #S10556947/M8146038					
© 1988-2015 ACORD CORPORATION. All rights reserved. RCJTF					





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

CERTIFICATE OF INSURANCE (CONT)

DESCRIPTIONS (Continued from Page 1)
<p>in the policies.</p> <p>Insurers Affording Coverage Continued: Insurer G - XL Specialty Insurance Company - Rented Equipment Coverage Blanket Loss Payee applies for Rented and Leased Equipment. Rented and Leased Equipment deductible: \$2,500 standard deductible. 2% subject to a \$10K minimum deductible applies to all rented cranes.</p> <p>Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella/Excess Liability policies only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policies.</p> <p>Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.</p> <p>Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.</p> <p>It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.</p> <p>Umbrella/Excess Liability policies follow the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.</p>
<p>SAGITTA 25.3 (2016/03) 2 of 2 #S10556947/M8146038</p>





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT D - ACCEPTANCE OF PROPOSAL TERMS & CONDITIONS

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

Attachment "D" Acceptance of Proposal Terms & Conditions

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.



Contracting Party Signature

Vice President, Commercial

Title

Thomas D. Iarossi
Contracting Party Printed Name

04/04/2022

Date

Mailing Address: 4912 W. La Salle Street, Tampa, FL 33607

Phone/Fax/E Mail Address: (813) 288-0068 / (813) 288-0371 / tiarossi@whartonsmith.com

NOTARY:
STATE OF Florida)
COUNTY OF Hillsborough)

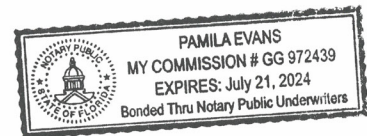
Sworn and Subscribed before me this 4th day of April, 20 22

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: July 21, 2024





>>>Failure to submit this form may disqualify your response. <<<





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT E - DRUG-FREE WORKPLACE CERTIFICATION

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
6.99 Acre Softball Complex		

Attachment "E" Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

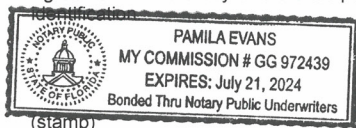


Thomas D. Iarossi, Vice President (Commercial), April 4, 2022

Bidder's Signature, Title, Date

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was executed before me this 4th day of April, 2022, by
Thomas D. Iarossi as Vice President, Commercial of
Wharton-Smith, Inc., who personally swore or affirmed that he/she is authorized to execute this
Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as




NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT F - CONFLICT OF INTEREST STATEMENT

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

Attachment "F" Conflict of Interest Statement

STATE OF Florida
COUNTY OF Hillsborough

Before me the undersigned authority personally appeared Thomas D. Iarossi, who was duly sworn, deposes, and states:

- I am the Vice President, Commercial of Wharton-Smith, Inc. with a local office in Tampa, FL and principal office in Sanford, FL.
- Said entity is submitting this proposal/offer to RFP # 22-04.
- The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
- I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Haines City government.
- In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this 4th day of April, 2022

AFFIANT

Thomas D. Iarossi

Typed Name of AFFIANT

Vice President, Commercial

Title

NOTARY:

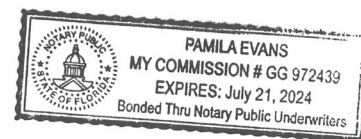
STATE OF Florida
COUNTY OF Hillsborough

Sworn and Subscribed before me this 4th day of April, 2022

Personally known:

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: July 21, 2024



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<



TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT G - PUBLIC ENTITY CRIMES

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
6.99 Acre Softball Complex		

Attachment "G" PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number RFP #22-04, for 6.99 Acre Softball Complex.
2. This sworn statement is submitted by Wharton-Smith, Inc. whose business address is [Name of entity submitting sworn statement]
4912 W. La Salle Street, Tampa, FL 33607 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2392802 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Thomas D. Iarossi and my relationship to the above is [Please print name of individual signing]
Vice President, Commercial.
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT G - PUBLIC ENTITY CRIMES (CONT)

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
6.99 Acre Softball Complex		

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

☒ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature]

Date: April 4, 2022

NOTARY:

STATE OF Florida

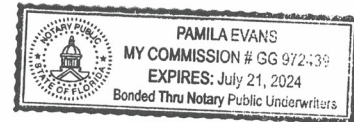
COUNTY OF Hillsborough

Sworn and Subscribed before me this 4th day of April, 20 22

Personally known:

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: July 21, 2024



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>>Failure to submit this form with your Bid may disqualify your response. <<<<





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

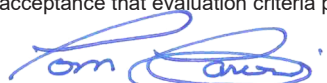
ATTACHMENT H - FIRM LOCATION

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

Attachment "H" Firm Location

Not applicable as Wharton-Smith
does not maintain an office within
Polk County, FL.

I/we, affirm that _____ has maintained a
____ principal, ____ headquarters or, ____ other place of business within the boundaries of Polk County, Florida for more than
one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding
and acceptance that evaluation criteria provides points based on firm location as set forth in this RFP document.


Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:
STATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response. <<<





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

ATTACHMENT J - FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

RFP #22-04	Due Date & Time: 04/05/2022 at 2:00 PM EST / 14:00	Advertised Date(s): 02/23/2022
Purchasing Coordinator: Omar DeJesus, CPA, CGFO Email: omar.dejesus@hainescity.com 6.99 Acre Softball Complex	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	

Attachment "J"

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request. As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements

DATE: April 4, 2022

SIGNATURE: 

COMPANY: Wharton-Smith, Inc.

NAME: Thomas D. Iarossi

ADDRESS: 750 Monroe Road
Sanford, FL 32771

TITLE: Vice President, Commercial

E-MAIL: tiarossi@whartonsmith.com

PHONE NO.: (813) 288-0068

FAX NO.: (813) 288-0371





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

Provide an official letter from the provider's financial institution detailing the financial status of the proposer.



CONFIDENTIAL

December 17, 2021

Stephanie Pompeo
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

Hello Stephanie,

Please consider this a letter of confirmation that Wharton-Smith, Inc. is in good standing with Regions Bank.

All depository accounts and credit metrics are in compliance.

If you or any of your partners would like to discuss further, please reach out at any time.

John D. Bachman
Vice President
Relationship Manager

REGIONS COMMERCIAL & INDUSTRIAL BANKING

From the desk of:

John D. Bachman | Regions Bank | Commercial & Industrial Banking | Vice President | Relationship Manager
111 North Orange Avenue Orlando, FL 32801
Office: 407.246.8917 | Mobile: 412.537.6155 | Fax: 407-835-3035 Email: John.Bachman@Regions.com





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

Please list any past and/or pending litigation or disputes, relating to the work described herein, that the proposer's firm has been involved in within the last five (5) years.

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering, as well as conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. ***Our litigation record for the past five years is as follows:***

OWNERS:

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida):

In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith, and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. ***The suit was settled at mediation in January 2020.***

SUBCONTRACTORS/SUBCONSULTANTS:

Wharton-Smith, Inc. vs. Sitek Corp. and Allegheny Casualty Co. (Case No. 2015-CA-002785-15-G, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In November 2015, Wharton-Smith filed suit against Sitek for breach of contract. Sitek had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. ***This case was settled during mediation in January 2018.***





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

COPY OF BID BOND

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

SURETY:

(Name, legal status and principal place
of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
City of Haines City
620 E Main Street
Haines City, FL 33844

BOND AMOUNT: *** FIVE PERCENT OF AMOUNT BID *** (5%)

PROJECT:

(Name, location or address, and Project number, if any)

RFP #22-04 - 6.99 Acre Softball Complex located at 0 Johnson Ave., Haines City, FL

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of April, 2022

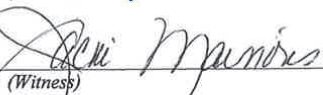

(Witness)

Wharton-Smith, Inc.
(Principal)

(Title) Tom Larossi, Vice President-West Coast Florida Commercial

Western Surety Company
(Surety)

(Title) April L. Lively, Attorney-in-Fact &
Licensed Resident Agent State of Florida


(Witness)

Guignard Company/Inquiries (407) 834-0022

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original requires that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

COPY OF BID BOND (CONT)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2022.



WESTERN SURETY COMPANY

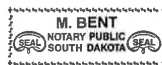
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

COPY OF BID BOND (CONT)

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

Wharton-Smith's Performance Payment Bond form will be provided upon award of contract.

PERFORMANCE PAYMENT BOND FORM

Performance Payment Bond form will be provided upon award

Section 00600 PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ (Contractor-Principal),
a _____ (Corporation Partnership-Sole Proprietor, Etc), hereinafter called
"Principal" and _____ (Surety) of _____ State of Florida,
hereinafter called the "Surety," are held and firmly bound unto the City of Haines City, hereinafter called "Owner"
in the penal sum of _____ Dollars (\$ _____) in lawful money of the United
States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
contract with the Owner, dated the _____ day of _____, 20____, a copy
of which is attached hereto and made a part hereof for the construction of: City of Haines City, **6.99 Acre Softball
Complex.**

Now therefore, if the Principal shall, truly and faithfully perform its duties, all the undertakings, covenants, terms,
conditions and agreements of said contract during the original term thereof, and any extensions thereof which
may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred
under such contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay
and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons,
firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or
used in connection with the construction of such work, and all insurance premiums on said work, and for all
labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received hereby stipulates and agrees that no
change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder
or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of
any beneficiary hereunder, whose claim may be unsatisfied.





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

PERFORMANCE PAYMENT BOND FORM (CONT)

Performance Payment Bond form will be provided upon award.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this instrument under seal in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____(Principal)

_____(Principal Secretary)

By: _____

(SEAL) _____

_____(Witness as to Principal)

_____(Address)

_____(City/State/Zip)

ATTEST:

(Surety)

_____(Surety)

By _____
(Attorney-in-fact)

SEAL

_____(Witness as to Surety)

_____(Address)

_____(City/State/Zip)

NOTE: Date of Bond must not be prior to state of Contract

END OF SECTION

SECTION 00600 – Performance-Payment Bond

Page 2 of 2





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

Wharton-Smith's Statement of Surety Company form will be provided upon award of contract.

STATEMENT OF SURETY COMPANY FORM

Performance Payment Bond form will be provided upon award.

Section 00610 STATEMENT OF SURETY COMPANY

In accordance with the provisions of the contract dated _____ between the City of Haines City, Owner of _____ and _____ (Contractor) of _____ the _____ (Surety) surety on the bond of (Contractor) after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of final payment of the said _____ (Contractor), Contractor, and by these presents witnesseth that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the City of Haines City by the said Surety Company's Bond.

IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

ATTEST: _____

SEAL

By _____
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

END OF SECTION

SECTION 00610 – Statement of Surety Company

Page 1 of 1





TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

CORPORATE RESOLUTION

Wharton-Smith, Inc. CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on July 1, 2020 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
George E. Smith
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Mark H. McDaniel
Thomas D. Iarossi
Andre P. Boagni

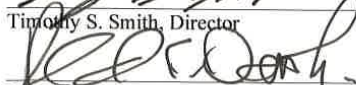
I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 1st day of July 2020.
(Seal of Corporation)


Stephanie L. Pompeo, Secretary


George E. Smith, Director


Timothy S. Smith, Director



Ronald F. Davoli, Director






TAB 8: ATTACHMENTS AND REQUIRED DOCUMENTS

GENERAL CONTRACTOR LICENSE



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD


THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
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SANFORD FL 32771

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